

GRAND TRAVERSE COUNTY
BROWNFIELD REDEVELOPMENT AUTHORITY

DEVELOPMENT AND REIMBURSEMENT AGREEMENT

This Development and Reimbursement Agreement is made on Feb. 1, 2019 between the City of Traverse City, (the "City") and the **GRAND TRAVERSE COUNTY BROWNFIELD REDEVELOPMENT AUTHORITY** (the "GTCBRA"), a Michigan public body corporate.

PREMISES

A. The City is engaged in the improving public infrastructure related to the redevelopment of property for the purpose of creating a non-motorized recreational and transportation pathway known as the Boardman Lake Loop Trail (the "Development"), as described in the attached Exhibit A, to be located on the property described on the attached Exhibit B (the "Property").

B. The GTCBRA has been formed pursuant to Act 381, Public Acts of Michigan, 1996, MCL 125.2651 et. seq. ("Act 381"), to promote the revitalization, redevelopment, and reuse of certain property, including, but not limited to, tax reverted, blighted, or functionally obsolete property. The GTCBRA has approved a Brownfield Plan that includes the Development and the Property is part of the Plan as amended (the "Plan", attached as Exhibit C).

C. Act 381 provides that a Brownfield Redevelopment Authority may establish a Brownfield Redevelopment Plan which pays for "Eligible Activities", as that term is defined in Act 381, related to the remediation and redevelopment of "Eligible Property", as that term is defined in Act 381.

D. Act 381 provides that a Brownfield Redevelopment Authority may incur debt and expend funds to pay or reimburse a public or private person for costs of "Eligible Activities" attributable to "Eligible Properties".

E. The GTCBRA has determined in furtherance of its purposes and to accomplish its goals and Plan to finance certain "Eligible Activities" as defined by Act 381 and as described in the Work Plan attached as Exhibit D, as the same may be amended or supplemented (the "Act 381 Work Plan").

F. The Property is an "Eligible Property" within the meaning of Act 381.

G. The City has agreed to conduct certain Eligible Activities on the Property under the Act 381 Work Plan (Exhibit D).

H. Pursuant to the Plan and the Act 381 Work Plan, the GTCBRA will capture and retain 100% of the Tax Increment revenues authorized by law to be captured from the levies imposed by taxing jurisdictions upon taxable property for the Property consistent with Act 381 and the Plan approved by the GTCBRA (the “Tax Increments”). Upon satisfaction of the conditions expressed in this Agreement, the GTCBRA will use the Tax Increment revenues as provided by law and as described in this Agreement.

In consideration of the premises and the mutual covenants contained in this Agreement, the City and the GTCBRA hereby enter into this Agreement and covenant and agree as follows:

ARTICLE 1.

Section 1.1 Definitions.

The following capitalized terms used in this Agreement shall have the following meanings, except to the extent the context in which they are used requires otherwise:

(a) “Act 381” means the Brownfield Redevelopment Financing Act (“BRA”), Act 381 of Michigan Public Acts of 1996, as amended, MCL 125.2651 et seq.

(b) “Agreement” means this Development and Reimbursement Agreement entered into between the GTCBRA and the City.

(c) “County” means the County of Grand Traverse, Michigan.

(d) “GTCBRA” means the Grand Traverse County Brownfield Redevelopment Authority, established by the County Commission on September 24, 1997, or its successors.

(e) “City” means the City of Traverse City.

(f) “Development” means the site work, construction, utilities, and equipment relating to the Property as described on attached Exhibit A.

(g) “Eligible Activities” means those response activities as defined by Sec. 2(o) of Act 381, Public Acts of 1996, as amended, MCL 125.2652(o), or approved by the Michigan Department of Environmental Quality (MDEQ) or the Michigan Economic Growth Authority (MEGA) as part of the Act 381 Work Plan. Eligible Activities are identified in the 381 Work Plan as either “MDEQ Eligible Activities” or “MEGA Eligible Activities”.

(h) “Environmental Consultant” means the environmental consulting firm retained or hired by the City to fulfill certain obligations under this Agreement, including certain Eligible Activities set forth in the Act 381 Work Plan, but limited to only those Eligible Activities performed by City’s Environmental Consultant, and specifically excludes all other activities performed by other environmental consultants, Contractors, or subcontractors not acting on behalf of City performing activities on the Property.

(i) "Event of Default" means the failure of performance or breach by a party to carry out its obligations under this Agreement or, with respect to a party, if any representation or warranty of such party was materially not accurate when made, and such obligation has not been performed or such representation or warranty corrected within 30 days after written notice thereof has been given by the other party.

(j) "Indemnified Persons" means the County, the GTCBRA, and its Board members, officers, agents and employees.

(k) "Transaction Costs" means GTCBRA's costs, expenses, and liabilities related to the authorization, execution, administration, oversight, fulfillment of the GTCBRA's obligations under this the Agreement, which such items shall include, but not be limited to, direct or indirect fees and expenses incurred as a result of the application, amendments to the Plan, approvals of the Development, printing costs, costs of reproducing documents, filing and recording fees, counsel fees, financial expenses, insurance fees and expenses, administration and accounting for the loan proceeds and tax increments revenues, oversight and review, and all other costs, liabilities, or expenses, related to preparation and carrying out or enforcing the Plan, the Act 381 Work Plan and this Agreement, or other related agreements with City, if any, and any other costs, charges, expenses, and professional and attorney fees in connection with the foregoing.

(l) "Maximum Cost of Eligible Activities" means the GTCBRA's maximum obligation to pay for the Eligible Activities and not to exceed the amounts set forth in the approved Act 381 Work Plan, as amended or supplemented.

(m) "Plan" means the Brownfield Redevelopment Plan, as defined under Act 381, and adopted March 15, 2000, as amended, and attached as Exhibit C.

(n) The "Property" means the real property located in the County of Grand Traverse, State of Michigan, as described in attached Exhibit B. The Property and its description in Exhibit B may be amended by the parties to reflect any transfer of land after the execution of this agreement. Such a modification shall be by amendment of this agreement and shall be in writing signed by both parties.

(o) "Tax Increment Revenues" means tax increment revenues, as defined by Act 381, from all taxable real and personal property located on the Property during the life of the Plan.

(p) "Act 381 Work Plan" means the Work Plan dated July 25, 2011 and attached as Exhibit D, as subsequently amended or supplemented.

Section 1.2 Number and Gender.

The definitions of terms herein shall apply equally to the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine, and neuter forms.

ARTICLE 2.

COVENANTS OF THE CITY

Section 2.1 Construction of Development.

The City shall proceed with the development and the obligations under this Agreement in its discretion. If it decides to do so, it shall proceed with due care and diligence and commence and complete the Eligible Activities and the Development in accordance with this Agreement, and in accordance with any applicable law, regulation, code and ordinance.

Section 2.2 Covenant to pay Financial Obligations.

The Development will utilize the City's own funds and receive reimbursement from the GTCBRA (also referred to as "debt obligation") in accordance with the terms of this Agreement. Payments shall be made in accordance with Section 4.2 below.

It is anticipated that there will be sufficient available Tax Increment Revenues to meet the obligations under this Agreement. However, if for any reason the Development does not result in sufficient revenues to satisfy such obligations, the City agrees and understands that it will have no claim or further recourse of any kind or nature against the GTCBRA except from available captured tax revenues, and if for any reason the revenues are insufficient or there are none, then City assumes full responsibility for any such loss or cost.

It is expressly understood and agreed that the reimbursement (debt obligation) of the GTCBRA is subject to the following conditions:

- (a) Approval by the MDEQ and/or MEGA and GTCBRA of (1) the Act 381 Work Plan, as amended or supplemented, or (2) of the Eligible Activity as qualifying for school tax capture; however, to the extent an Eligible Activity falls outside subparagraph 2.2 (a)(1) or (a)(2), then such Eligible Activity must be identified in the Act 381 Work Plan, as amended, and approved by the GTCBRA for local tax recapture to the extent authorized by Act 381. Interest costs and cost of issuance shall be reimbursed only through local tax capture, and shall only be reimbursed to the extent provided for in the Brownfield Redevelopment Plan, as amended.
- (b) The City shall provide written proof of waivers of liens by the Environmental Consultant, and any contractor or subcontractor providing services as described in this Agreement.
- (c) The GTCBRA shall only be obligated to reimburse Debt Obligation that has been reviewed and approved by the GTCBRA. Approval of the application and subsequent approvals of brownfield plans, work plans, or any other determination of eligibility in no way guarantees or establishes a right to reimbursement of expenditures through tax increment financing prior to review or approval of invoices. Expenditures must be documented to be reasonable for Eligible

Activities by submission of invoices and other appropriate documentation. Reimbursement shall only occur pursuant to the terms and conditions of this Agreement, as well as the written policies and procedures of the GTCBRA for review and approval of invoices. All invoices for any Eligible Activities on the property must be submitted to the GTCBRA for its review within one year from the date of the invoice. While the GTCBRA may waive this requirement in its discretion for good cause shown, the GTCBRA shall be under no obligation to reimburse any invoice for an eligible activity that is not submitted in a timely fashion.

- (d) The City shall be reimbursed for its Eligible Activities related to its public infrastructure costs. However, the GTCBRA shall have no obligation to pay, and the City shall not be entitled to reimbursement for Eligible Activities, if there is insufficient Tax Increment Revenues to pay for the approved Eligible Activities during the duration of the Plan.

Section 2.3 Indemnification of Indemnified Persons.

- (a) The City shall defend, indemnify and hold the Indemnified Persons harmless from any loss, damages, cost, expense (including reasonable counsel fees) or liability of any nature due to any and all suits, actions, legal or administrative proceedings, demands or claims arising or resulting from injuries to persons or property caused by, related to or arising as a result of City's acts or omissions with respect to the Development, or the acts or omissions, negligent or otherwise, of an Environmental Consultant, Contractor, or Subcontractor or their employees, agents, contractors or subcontractors in the performance of work on the Development to the full extent of the City's insurance policy or policies covering the Development. If any suit, action or proceeding is brought against any Indemnified Person, the Indemnified Person promptly shall give notice to the City and the City shall defend such Indemnified Person with counsel selected by the City, which counsel shall be reasonably satisfactory to the Indemnified Person. In any such proceeding, the Indemnified Person shall cooperate with the City and the City shall have the right to settle, compromise, pay or defend against any such claim on behalf of such Indemnified Person, except that the City may not settle or compromise any claim if the effect of doing so would be to subject the Indemnified Person to criminal penalties, unless such Indemnified Person gives its consent. The City shall not be liable for payment or settlement of any such claim or proceeding made without its consent.
- (b) The City also shall indemnify the Indemnified Persons for all reasonable costs and expenses, including reasonable counsel fees, incurred in successfully enforcing or pursuing any obligation of or claim against the City under this Agreement to the full extent of the City's insurance policy or policies covering the Development. To the extent that the enforcement of such obligation or claim involves a claim against City's Environmental Consultant who performs work or services under the terms or within the scope of this Agreement, the Environmental Consultant's agreement with the City shall be deemed to be a third party beneficiary contract in favor of the GTCBRA or any Indemnified Persons, but is limited to only those Eligible Activities performed by City's Environmental Consultant, and

specifically excludes all other activities performed by other Environmental Consultants, Contractors, or Subcontractors performing Activities.

- (c) The City shall assure that to the extent an Environmental Consultant, Contractor or Subcontractor provides services toward completion of any Eligible Activities, at a minimum, the Environmental Consultant shall provide to the GTCBRA and the County proof of insurance set forth in Sec. 6.10 of this Agreement.
- (d) The City shall obtain written acknowledgment that the Environmental Consultant or any Contractor could be liable to GTCBRA for all damage, loss, injury or expense to the extent such person or entity's acts or omissions arising out of the performance of activities under this Agreement are actionable negligence or gross negligence, or constitute intentional misconduct; the Consultant or any Contractor shall be liable for contribution to GTCBRA for any such damage, loss, injury or expense of a third party arising out of such activities, notwithstanding Sec. 20128 of the NREPA, MCL 324.20128, for releases aggravated or proximately caused by the Environmental Consultant or Contractor. This paragraph shall not affect any other liabilities or remedies of the GTCBRA.
- (e) The indemnity provisions shall survive the term of this Agreement.
- (f) Proof of insurance required in subparagraph (c) and the written acknowledgment in subparagraph (d) shall be filed with the GTCBRA before any work begins or before any reimbursement under the terms of this agreement.

Section 2.4 The City's Repayment Obligation.

In the event any monies received by the City under this Agreement are determined to be outside the scope of Eligible Activities for the Development or not approved in accordance with this Agreement, the City shall not use and shall return such monies to the GTCBRA. If the monies have been already utilized for such improper purpose, the City shall repay such monies to the GTCBRA. In addition to any other remedies, GTCBRA shall have the right of set-off for return or repayment of such monies against its obligations under this Agreement. The Railroad Wye Assignment of Option Agreement dated May 25, 2011 entered into between the City and the County Land Bank Authority and extended for a period of five (5) years by action of the Land Bank Authority on April 13, 2016, with the obligation of the City to repay the County for the property if it is not used by the City to construct the railroad wye within five years of the date of the Assignment of Option Agreement, is expressly included by reference in this Agreement and attached hereto as Exhibit E.

Section 2.5 Deduction from City's Right to Reimbursement.

The City grants the GTCBRA the right to deduct or set off from any reimbursement obligation to City the costs incurred by the GTCBRA in the successful enforcement of the terms of this Agreement or other claims in the event of a breach or default of this Agreement by the City.

Section 2.6 Site Access.

The City shall grant to GTCBRA and the MDEQ or MEGA, or their designated agents, access to the Property to exercise their respective rights related to the purposes and pursuant to the terms of this Agreement. The GTCBRA shall give the City 24 hours written notice of its intent to access the Property whenever possible. If notice cannot be given due to an emergency or any other unforeseen circumstance, the GTCBRA shall give notice as is reasonable and practicable under the circumstances. The GTCBRA shall assure that any and all Contractors, Environmental Consultants, and Subcontractors which access the Property to perform work activities on its behalf have the policies of insurance and limits in place as those required in Section 6.10 of this Agreement and provide the City with proof of such insurance coverage upon request.

ARTICLE 3.

CONDITIONS PRECEDENT TO CITY'S OBLIGATION

Section 3.1 Conditions Precedent to City's Obligations to Construct the Development.

The obligations of City to complete Eligible Activities and construct the Development, as contemplated herein, are subject to the following conditions precedent which must be satisfied by the GTCBRA as required herein, except as expressly provided in this Agreement or otherwise waived by the City:

- (a) No action, suit, proceeding or investigation shall be pending before any court, public board or body to which the City, the County or the GTCBRA is a party, or threatened against the City, the County or the GTCBRA contesting the validity or binding effect of this Agreement or the validity of the Plan, which could result in an adverse decision which would have one or more of the following effects:
 - (1) A material adverse effect upon the ability of the GTCBRA to collect and use Tax Increment revenues to repay its obligations under this Agreement.
 - (2) A material adverse effect on the City's or the GTCBRA's ability to comply with the obligations and terms of this Agreement, the Plan, or the Act 381 Work Plan.
- (b) There shall have been no Event of Default by the GTCBRA and no action or inaction by the GTCBRA eventually which with the passage of time could become an Event of Default.
- (c) The GTCBRA shall have performed all of the terms and conditions to be performed by it pursuant to this Agreement.

ARTICLE 4.

COVENANTS OF THE GTCBRA

Section 4.1 Adoption of Plan.

The GTCBRA will prepare and submit the Act 381 Work Plan (and amendments as necessary) in accordance with Act 381 which will provide for reimbursement to the City of Transaction Costs and the City's Eligible Activity expenses that have been conducted, completed and approved in accordance with the scope and terms of this Agreement, Act 381, the Plan, and the Act 381 Work Plan, and approved by the GTCBRA pursuant to its written policies and procedures. These policies and procedures include, but are not limited to, the GTCBRA's standards for local tax incremental financing eligibility.

Section 4.2 Reimbursement of Expenses for Eligible Activities.

Upon the City's satisfactory completion of Eligible Activities described in the Work Plan, Exhibit D, as amended or supplemented, pursuant to this Agreement, and approved by MDEQ and/or MEGA and where applicable approved by the GTCBRA, the GTCBRA shall reimburse the City subject to and in accordance with the terms set forth in this Agreement. The City shall have sole responsibility to pay the Environmental Consultant or other Contractors or Subcontractors for completion of such Eligible Activities and provide written waiver of any liens. Upon payment for such Eligible Activities, the GTCBRA shall reimburse the City for the amounts paid in accordance with this Agreement in the following order of priority:

- (1) First, to reimburse the GTCBRA for reasonable and actual administrative costs as provided in Act 381 and to reimburse the Private Developer for any advance payments of the GTCBRA's Transaction Costs made pursuant to Section 2.3 of this Agreement;
- (2) Second, to reimburse the City for Eligible Activities undertaken pursuant to the Plan and incurred as provided in this Agreement; and
- (3) Third, to deposit additional funds into the GTCBRA's Local Site Remediation Revolving Fund.

If the City incurs any expenses or costs for any activities other than the Eligible Activities or the costs exceed the Maximum Cost of Eligible Activities as set forth in the Act 381 Work Plan or approval of the GTCBRA, the City shall bear such costs without any obligation on the part of GTCBRA. If the costs of Eligible Activities set forth in the Work Plan, Exhibit D, as amended or supplemented, are less than such maximum cost, then the City shall have no further right of reimbursement beyond its actual costs.

Section 4.3 GTCBRA or Contract Manager Oversight.

The GTCBRA may retain the services of a qualified contract manager ("Contract Manager") to exercise oversight of the City and its Environmental Consultant,

Contractors, or Subcontractors for purposes of assuring that the activities, invoices and accounting by the City are fair, reasonable, and constitute Eligible Activities within the meaning and scope of this Agreement, the Plan, the Act 381 Work Plan, and Act 381. The City shall provide to the Director and its Contract Manager access to data, reports, sampling results, invoices, and related documents reasonably necessary to fulfill the exercise of such oversight. It is expressly understood that GTCBRA has no right to control or to exercise any control over the actual services or performance by the City of the Eligible Activities, except as to assurance that the City has met the conditions and requirements of this Agreement.

Section 4.4 Limitation of GTCBRA Liability to City.

The GTCBRA and County of Grand Traverse shall have no liability to the City under this Agreement except to reimburse the City for its Eligible Activities in accordance with the Act 381 Work Plan that have been approved by the MDEQ, MEGA and the GTCBRA as provided by law and under the terms of this Agreement. No other obligation or liability of GTCBRA to the City or any third person or party is created by this Agreement, except as stated herein.

ARTICLE 5.

CONDITIONS PRECEDENT TO GTCBRA'S OBLIGATIONS

Section 5.1 Conditions Precedent to GTCBRA's obligation to reimburse Eligible Activities expenses for the City's Development.

The obligations of the GTCBRA to reimbursement of costs to the City for completion of Eligible Activities expenses as contemplated herein shall be subject to the following conditions precedent which must be satisfied by the City as required herein, except as expressly provided in this Agreement or otherwise waived in writing by the GTCBRA. It is expressly agreed that the GTCBRA makes or gives no assurance of payment to the City by the mere fact that an eligible activity or a dollar amount for such activity is identified in the Work Plan, or as hereafter supplemented or amended, and that its designated contract manager shall have the right to review and approve all written summaries of and invoices for Eligible Activities for the reasonableness of services performed by any Consultant under this Agreement. However, so long as an eligible activity by the City has been approved and is authorized by Act 381 and has been completed and approved in accordance with the following procedure and this Agreement, City shall be entitled to reimbursement of its Eligible Activities expenses.

- (a) Before commencing work on each stage of Eligible Activities and pursuant to the policies adopted by the GTCBRA, the City or their designee will present a project budget for each stage to the GTCBRA Director at least two weeks prior to the next regular meeting of the GTCBRA. The project budget will be submitted at each of the following stages of the Eligible Activities: BEA activities; due care 7(a) obligations; and additional response activities and, if applicable, lead and asbestos abatement, demolition, site preparation and infrastructure; and will contain detailed line item cost estimates. Alternatively, the City may submit

project budgets for multiple stages of the Eligible Activities at one or more points in time at least two (2) weeks prior to commencement of any stage included in the budget submitted.

- (b) The City shall submit invoices of its expenses and a written statement demonstrating a factual basis that it has completed any Eligible Activities to the GTCBRA Director, for preliminary review and approval, within 30 days of City's payment of invoice. Pursuant to Section 2.2, above, the GTCBRA shall not have any obligation to reimburse any invoice that is submitted to the Authority later than one year after the original invoice date, regardless of when payment on the invoice was made. Within 14 days of receipt of the invoice, the GTCBRA Director shall review the invoice to determine the reasonableness of the invoice and activity as eligible, and recommend approval or denial of the invoice, in part or in full, at a meeting of the GTCBRA. Invoices shall be submitted to the GTCBRA for approval or denial within 45 days of their receipt. Invoices approved at the GTCBRA meeting shall be paid by GTCBRA within 30 days of that meeting so long as TIF is available. In the event of an objection to the invoice, the GTCBRA Director will notify the City, and the City shall meet with the GTCBRA Director and resolve or cure the objection. If the GTCBRA does not authorize payment on an invoice, then there shall be no obligation on the part of the GTCBRA to pay the invoice. This provision shall not be construed as a waiver the City's right to exercise any remedies it may have with respect to denial of a payment authorization by the GTCBRA.
- (c) No action, suit, proceeding or investigation shall be pending before any court, public board or body to which the City, the County or the GTCBRA is a party, or threatened against the City, the County or the GTCBRA contesting the validity or binding effect of this Agreement or the validity of the Plan or which could result in an adverse decision which would have one or more of the following effects:
 - (1) A material adverse effect upon the ability of the GTCBRA to collect and use Tax Increments to pay the obligations.
 - (2) A material adverse effect upon the ability of the City to conduct Eligible Activities.
 - (3) Any other material adverse effect on the City's or the GTCBRA's ability to comply with the obligations and terms of this Agreement, or the Plan.
- (d) There shall have been no Event of Default by the City and no action or inaction by the City eventually which with the passage of time would likely become an Event of Default.
- (e) The City is not in default on any contract or other agreement relating to its ownership (if City becomes the owner of or attempts to own the Property), development, or use of the Property.

- (f) Proper approvals required under applicable federal and state laws or regulations, and local ordinances, codes or regulations for land uses for the Development have been issued to the City.
- (g) The City has consent of any affected utility for relocation, burial or the activity to accomplish the Eligible Activities.
- (h) The City retains an Environmental Consultant, Contractor, or Subcontractor to advise, conduct, or complete the Eligible Activities related to the Pay-As-You-Go obligations as set forth in this Agreement.
- (i) There is no change in law which would have one or more of the effects described above.
- (j) If for any reason the City seeks to obtain title in fee or by easement to the Property and is unable to obtain the same, the GTCBRA is not obligated to perform any of the terms of this Agreement unless and until the City obtains title to the Property.

ARTICLE 6.

CITY'S ENVIRONMENTAL CONSULTANT, CONTRACTOR, OR SUBCONTRACTOR RESPONSIBILITIES

Section 6.1 Eligible Activities and Due Care Obligation.

The City will contract with a competent and qualified Environmental Consultant ("Consultant") or other competent and qualified contractors or subcontractors ("Contractors or Subcontractors") to conduct and complete certain Eligible Activities set forth in this Agreement and as set forth in the Act 381 Work Plan, as amended or supplemented, but limited to only those Eligible Activities performed by the City's Environmental Consultant, Contractors, or Subcontractors, and specifically excludes all other activities performed by other Environmental Consultants, Contractors, or Subcontractors performing activities retained by the GTCBRA or another third party.

Section 6.2 Permits.

The Consultant, Contractors, or Subcontractors shall examine all permits and licenses pertaining to certain Eligible Activities on the Property to determine whether all permits and licenses required to be issued by any governmental authority on account of certain Eligible Activities on the Property for the Development have been obtained or issued and are in full force and effect, and whether the Eligible Activities are in compliance with the terms and conditions of such permits and licenses, but is limited to only those Eligible Activities performed by the City's Environmental Consultant, and specifically excludes all other activities performed by other Environmental Consultants, Contractors, or Subcontractors performing Activities on the site.

Section 6.3 Other Services Performed for City.

It is expressly understood that GTCBRA is not responsible for payment or reimbursement of any services for or expenses incurred by the Consultant and/or City that are not within the scope of or in accordance with all of the terms, conditions and provisions of this Agreement. This Agreement shall not be deemed or construed to create any rights to reimbursement or otherwise in the Consultant, Contractors, Subcontractors, or any third parties; specifically, this Agreement shall not be construed to create any third-party beneficiary contract or claim.

Section 6.4 Regulatory Liaison and Data and Reports.

If applicable, the Consultant will provide communication services and attend meetings with the MDEQ as it relates to those Eligible Activities performed by the City's Environmental Consultant, and specifically excludes all other activities performed by other Environmental Consultants, Contractors, or Subcontractors performing activities. Consultant or Contractors shall:

- (a) submit reports and test results first to the City, and shall submit documents to the GTCBRA Director within 5 business days thereafter.
- (b) make known the provisions of this subparagraph to all Contractors and Subcontractors, who shall be bound by the confidentiality provisions of this Agreement.
- (c) submit any such written reports marked "DRAFT FOR DISCUSSION PURPOSES ONLY." To the extent the GTCBRA or its designated agent reviews or receives a document marked "confidential," it shall be kept confidential except as prohibited by the Freedom of Information Act or other law or regulation.
- (d) disclose on request to the GTCBRA Director all data, reports and test results generated by the Consultant within the scope of this Agreement.

Section 6.5 Other Agreements.

The City covenants that it will obtain a warranty from the Consultant that it is not a party to any other existing or previous agreement which would adversely affect the Consultant's ability to perform the services with respect to the Eligible Activities.

Section 6.6 Non-Discrimination Clause.

Neither the City, Consultant, nor any Contractors shall discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of actual or perceived race, color, religion, national origin, sex, age, height, weight, marital status, physical or mental disability, family status, sexual orientation, or gender identity. A breach of this provision may be regarded as a material breach of this Agreement.

Section 6.7 Independent Contractor.

The Consultant and any Contractors or Subcontractors shall perform its services under this Agreement entirely as an independent contractor, and shall not be deemed an agent, employee or legal representative of the GTCBRA. The GTCBRA and the Consultant and any Contractor or Subcontractor shall each have and maintain complete control over all its employees, agents and operators. Facts or knowledge of which the Consultant, Contractor, or Subcontractor becomes aware shall not be imputed to the GTCBRA without communication to and receipt by managerial officials or employees of the GTCBRA. The Consultant or any Contractor or Subcontractor has no authority to assume or create, and will not assume or create, any commitment or obligation on behalf of the GTCBRA in any respect whatsoever. Further, the Consultant or any Contractor or Subcontractor shall exercise its independent judgment for the services provided in this Agreement.

Section 6.8 Disposal of Hazardous Waste.

In the event that samples or other materials contain substances classified as “hazardous waste” under state or federal law (“Hazardous Waste”), the City or its agent shall, under a manifest signed by the City, its agent, or a third party as the generator, have such samples transported for final disposal to a facility licensed to accept Hazardous Waste. It is expressly understood that the GTCBRA has no oversight or other control or authority over disposal of Hazardous Waste under the terms of this paragraph.

Section 6.9 Compliance With Laws.

While on the Property, the City, the Consultant, and any Contractor or Subcontractor shall impose work orders on its employees, agents and subcontractors which are designed to assure that they comply with all applicable federal, state and local laws and regulations (including occupational safety and environmental protection statutes and regulations) in performing services under this Agreement, and shall comply with any directions of governmental agencies relating to site safety, security, traffic or other like matters, but limited to only those Eligible Activities performed by City’s Environmental Consultant, and specifically excludes all other activities performed by other Environmental Consultants, Contractors, or Subcontractor performing activities.

Section 6.10 Environmental Consultant or Contractor Insurance.

The City shall assure that the Consultant and any Contractors performing any part of the Eligible Activities covered by this Agreement shall obtain and maintain the following policies of insurance:

- (a) Worker's Compensation and Occupational Disease Insurance in the amounts required under the laws of the State of Michigan;
- (b) Comprehensive General Liability and Automobile Insurance for bodily injury, death or loss or damage to property or third persons in the minimum amount of at least one million (\$1,000,000.00) per occurrence, which policy shall name the GTCBRA and the County as additional insured to the extent of the indemnity provided in paragraph 6.11.

- (c) Pollution or Environmental Impairment Insurance in the amount of at least one million (\$1,000,000.00) per occurrence.
- (d) As to the Consultant only, Professional Liability Insurance in the minimum amount of one million (\$1,000,000.00) per occurrence.
- (e) The City shall furnish to GTCBRA a certified copy of such policies within 30 days of the date of the commencement of the Eligible Activities and the period of coverage shall commence with the date of performance of the first Eligible Activity. The limits of insurance shall not be construed as a limitation on the Consultant's, Contractor's, or Subcontractor's liability for damages, costs or expenses under this Agreement.
- (f) Upon showing of no or minimal environmental impairment risk with respect to the activities to be performed by any specific Contractor, the City may request in writing a reduction of the amount of coverage in subparagraph (b) to five hundred thousand dollars (\$500,000); upon the same showing, the City may also request as to a specific Contractor a waiver of the Environmental Impairment Insurance required by subparagraph (c). The GTCBRA will provide written documentation in the event it approves of such a request, which shall be treated as an amendment to this Agreement effective on the date of such written approval.

Section 6.11 Limitation of Liability.

- (a) Defend, Indemnify and Hold Harmless. Notwithstanding any other provision of this Agreement, the City shall obtain Consultant's and Contractor's written agreement to defend, indemnify and hold the Indemnified Persons harmless against and from any loss, expense (including reasonable counsel fees) or liability of any nature due to any and all suits, actions, legal or administrative proceedings, or claims arising or resulting from injuries to persons or property caused by, related to or arising as a result of Consultant's or Contractor's acts or omissions, including:
 - (1) Those which the GTCBRA may sustain as a result of the failure of the Consultant or Contractor to comply with the provisions of this Agreement; and/or
 - (2) Those which result from or arise out of any acts or omissions, negligent or otherwise, of the Consultant's or Contractor's employees, agents, contractors, or subcontractors in the performance of the work specified in this Agreement.
 - (3) This indemnity shall only apply to the Consultant or Contractor's actions, and the Consultant or Contractor shall have no obligation to indemnify, defend or hold harmless the Indemnified Persons for any loss, liability, claim, damage, cost or expense arising out of, related to or resulting from any activities performed by other environmental consultants, contractors, or subcontractors on the Property.

- (b) Contribution. The City shall obtain written acknowledgment that the Consultant and any Contractor, could be liable to the GTCBRA for all damage, loss, injury or expense to the extent such person or entity's acts or omissions arising out of the performance of activities under this Agreement are actionable negligence or gross negligence, or constitute intentional misconduct; the Consultant and any Contractor, shall be liable for contribution to the GTCBRA for any such damage, loss, injury or expense of a third party arising out of such activities, notwithstanding Sec. 20128 of the NREPA, MCL 24.20128, for releases aggravated or proximately caused by the Consultant. This paragraph shall not affect any other liabilities or remedies of the GTCBRA, but is limited to only those Eligible Activities performed by the City's Environmental Consultant, and specifically excludes all other activities performed by other Environmental Consultants, Contractors, or Subcontractors performing activities.
- (c) Survivorship of Covenants. Any Consultant's or Contractor's, indemnity, hold harmless and release shall survive the termination of this Agreement and the Consultant's agreement with the City, but is limited to only those Eligible Activities performed by the City's Environmental Consultant, and specifically excludes all other activities performed by other environmental consultants, contractors, or subcontractors performing activities.
- (d) The written agreement in subparagraph (a) of this section and written acknowledgment in subparagraph (b) shall be filed with the GTCBRA before any work begins or before any reimbursement under the terms of this agreement.

ARTICLE 7.

REPRESENTATIONS AND WARRANTIES

Section 7.1 Representations and Warranties of the GTCBRA.

The GTCBRA represents and warrants to the City that:

- (a) GTCBRA is a public body corporate, established pursuant to Act 381, with all necessary corporate powers pursuant to Act 381 to enter into and perform this Agreement.
- (b) The execution and delivery of this Agreement has been duly authorized by all requisite action on the part of the GTCBRA, and this Agreement constitutes a valid and binding agreement of the GTCBRA enforceable in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency, fraudulent conveyance or other laws affecting creditors' rights generally, now existing or thereafter enacted, and by the application of general principles of equity, including those relating to equitable subordination.

Section 7.2 Representations and Warranties of the City.

The City represents and warrants to the GTCBRA that:

- (a) The City is a Michigan municipal corporation with power under the laws of such state to carry on its business as now being conducted and has the power and authority to consummate the transactions contemplated under this agreement by the City.
- (b) The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized by all requisite action on the part of the City, and this Agreement constitutes a valid and binding agreement of the City in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency, fraudulent conveyance or other laws affecting creditors' rights generally, now existing or hereafter enacted, and by the application of general principles of equity, including those relating to equitable subordination.
- (c) The City has not made any misrepresentation of fact in the inducement or in the performance or administration of this Agreement.

ARTICLE 8.

DEFAULT, REMEDIES, AND TERMINATION

Section 8.1 Remedies Upon Default.

Upon the occurrence of an Event of Default, the non-defaulting party may terminate this agreement by giving written notice to the defaulting party, and the defaulting party shall have 28 days to cure the default. If the default is not cured within this time period, then the non-defaulting party shall have the right to terminate this Agreement or, at the election of such non-defaulting party, may obtain any form of relief permitted under this Agreement, and any applicable laws and court rules of the State of Michigan, including the right to seek and obtain a decree of specific performance of a court of competent jurisdiction. Any right or remedy provided by a specific provision of this Agreement shall be deemed cumulative to, and not conditioned on, any other remedies upon default. The prevailing party shall be entitled to an award of reasonable costs and attorney fees.

ARTICLE 9.

MISCELLANEOUS

Section 9.1 Term.

The term of this Agreement shall commence on the date first written above and shall expire upon payment in full of the GTCBRA's obligations under the debt obligation.

Section 9.2 Assignment.

Neither this Agreement nor any of the rights or obligations contained within it may be assigned or otherwise transferred by the City, nor shall the benefits of this Agreement inure to the benefit of any trustee in bankruptcy, receiver or creditor of the City, whether by operation of law or otherwise, without the prior written consent of the GTCBRA which will not be unreasonably withheld. Any attempt to assign or transfer this Agreement or any of its rights without such written consent shall be null and void and of no force or effect, and a breach of this Agreement.

Section 9.3 Notices.

All notices, certificates or communications required by this Agreement to be given shall be in writing and shall be sufficiently given and shall be deemed delivered when personally served, or when received if mailed by registered or certified mail, postage prepaid, return receipt requested, addressed to the respective parties as follows:

If to GTCBRA:

Grand Traverse County Administrator
Grand Traverse County Brownfield Redevelopment Authority
400 Boardman Avenue
Traverse City, Michigan 49684

If to the City: _____
City Manager
400 Boardman Avenue
Traverse City, Michigan 49684

or to such other address as such party may specify by appropriate notice.

Section 9.4 Amendment and Waiver.

No amendment or modification to or of this Agreement shall be binding upon any party hereto until such amendment or modification is reduced to writing and executed by all parties hereto. No waiver of any term of this Agreement shall be binding upon any party until such waiver is reduced to writing, executed by the party to be charged with such waiver, and delivered to the other parties hereto.

Section 9.5 Entire Agreement.

This Agreement contains all agreements between the parties. There are no other representations, warranties, promises, agreements or understandings, oral, written or implied, among the parties, except to the extent reference is made thereto in this Agreement.

Section 9.6 Execution in Counterparts.

This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.

Section 9.7 Captions.

The captions and headings in this Agreement are for convenience only and in no way limit, define or describe the scope or intent of any provision of this Agreement.

Section 9.8 Applicable Law.

This Agreement shall be governed in all respects, whether as to validity, construction, performance and otherwise, by the laws of the State of Michigan.

Section 9.9 Mutual Cooperation.

Each party to this Agreement shall take all actions required of it by the terms of this Agreement as expeditiously as possible and shall cooperate to the fullest extent possible with the other parties to this Agreement and with any individual, entity or governmental agency involved in or with jurisdiction regarding the purposes of this Agreement. Each party to this Agreement shall execute and deliver all documents necessary to accomplish the purposes and intent of this Agreement, including, but not limited to, such documents or agreements as may be required by the City's lenders with respect to the Project to secure the City's financing from such lenders.

Section 9.10 Binding Effect.

This Agreement shall be binding upon the parties hereto, and in the event of assignment under Sec. 9.2 upon their respective successors, transferees, and assigns. The City shall provide written notice prior to transfer or assignment of the City's interest to any subsequent purchaser and assign of the existence of this Agreement.

Section 9.11 No Waiver.

No waiver by either party of any default by the other party in the performance of any portion of this Agreement shall operate or be construed as a waiver of any future default, whether like or different in character.

Section 9.12 Survival of Covenants.

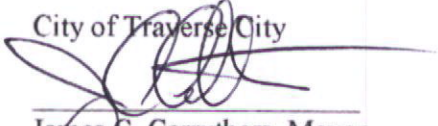
Except for the financial obligations, the covenants and provisions shall survive the term of this Agreement.

Section 9.13 No Third-Party Beneficiaries.

This Agreement shall not be deemed or construed to create any rights to reimbursement or otherwise in the Consultant, Contractors, or any third parties. This Agreement shall not be construed to create any third-party beneficiary contract or claim, and the parties intend there to be no third-party beneficiaries.

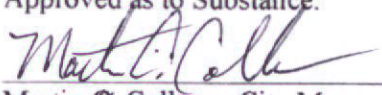
IN WITNESS WHEREOF, the GTCBRA and the City have cause this Agreement to be duly executed and delivered as of the date first written above.

City of Traverse City


James C. Carruthers, Mayor


Benjamin C. Marentette, City Clerk

Approved as to Substance:


Martin C. Colburn, City Manager

Approved as to Form:


Lauren Tribble-Laucht, City Attorney

By: _____
Its: _____

GRAND TRAVERSE COUNTY BROWNFIELD
REDEVELOPMENT AUTHORITY

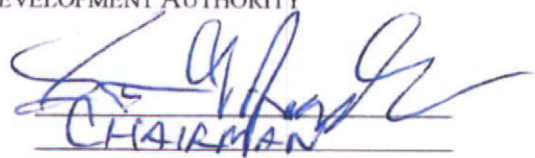
By: 
Its: CHAIRMAN

EXHIBIT A
The Development



West Arm Grand Traverse Bay

E GRANDVIEW PKWY

W FRONT ST

E FRONT ST

E FRONT ST

W EIGHTH ST

E EIGHTH ST

PARSONS RD

S GARFIELD AVE

WOODMERE AVE

Boardman Lake

PARK DR

RLOW ST

PREMER ST

W SOUTH AIRPORT RD

CASS RD

W HAMMOND RD

N GARFIELD RD

Boardman Lake Avenue Project

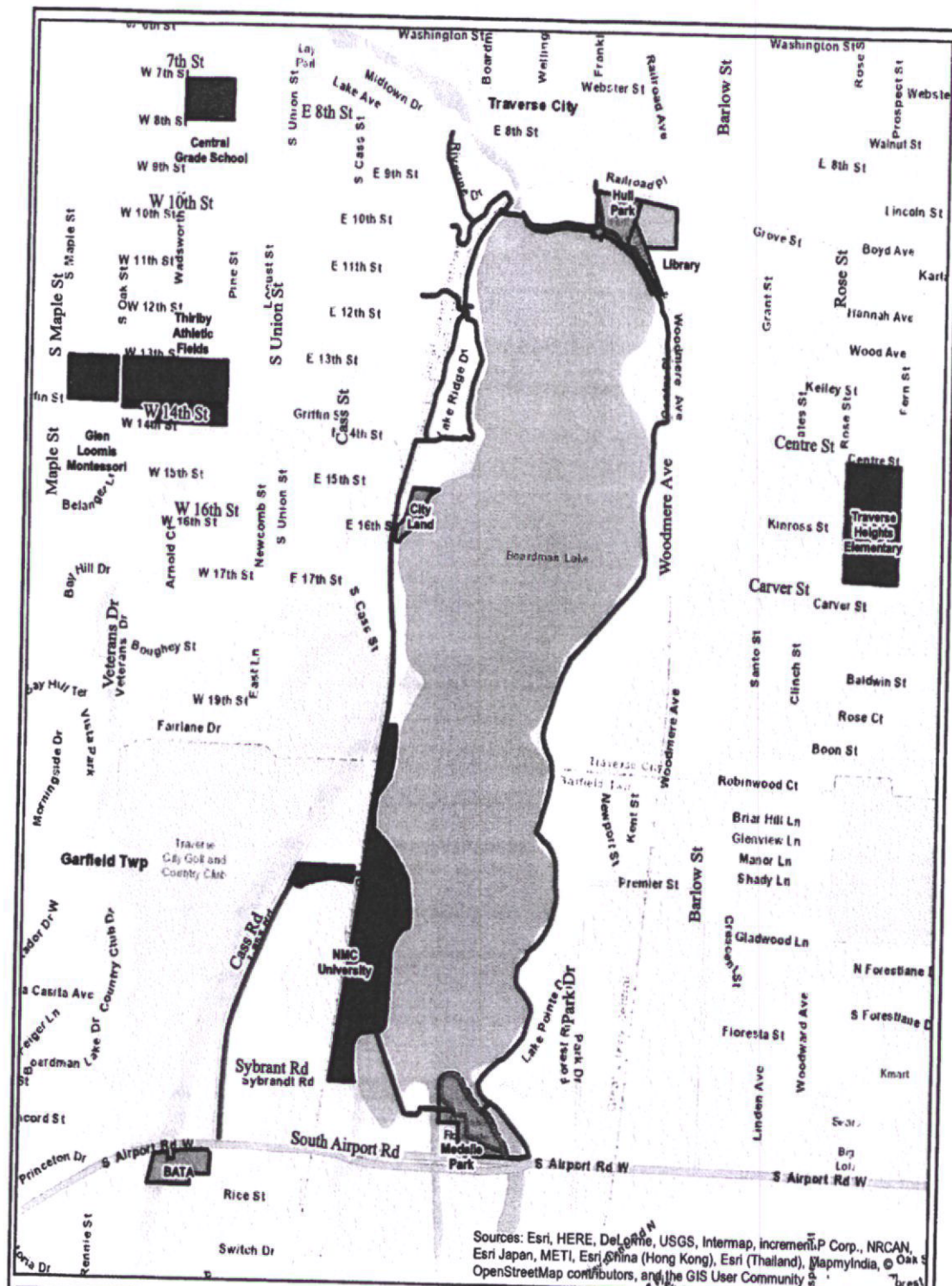
Exhibit A for
Brownfield
Dev/Reimb Agrmt



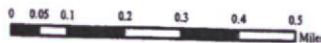
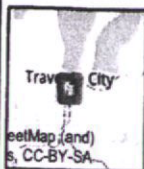
Wye
Parcel



EXHIBIT B
The Property



Boardman Lake Loop Easements



Trail Easement Ownership

- Traverse City - held easements
- Garfield Township - held easements
- County Park

28-51-011-001-00

MICHIGAN DEPT OF TRANSP

RAILROAD RIGHT OF WAY AS DESCRIBED IN LIBER 541 PAGE 233 LYING WITHIN THE CORPORATE LIMITS OF THE CITY OF TRAVERSE CITY THAT PART OF THE FOLLOWING DESCRIBED PROPERTY LOCATED WITHIN THE CORPORATE LIMITS OF THE CITY OF TRAVERSE CITY; ALL THAT CERTAIN LAND COMMENCING AT A POINT AT SELLER'S VALUATION STATION 15239+16, VALUATION SECTION 3K1 MAP 43 BEING AT THE N AND S QUARTER SEC LINE OF SEC 11 T26 R12W AT OR NEAR GRAWN GREEN LAKE TOWNSHIP GRAND TRAVERSE COUNTY MI AND EXTENDING GENERALLY IN A NORTHERLY AND EASTERLY DIRECTION A DISTANCE OF APPROXIMATELY 22.68 MILES TO A POINT ON SELLER'S VALUATION STATION 16436.70 VALUATION SECTION 3K1 MAP 59 BEING THE N AND S QUARTER SEC LINE OF SEC 4 T27N R9W AT OR NEAR WILLIAMSBURG WHITE WATER TOWNSHIP GRAND TRAVERSE COUNTY MI; AS SHOWN ON GRANTOR'S VALUATION SEC MAPS NO 3K1(43) THROUGH 3K1(59) INCLUSIVE INCORPORATED

28-51-682-004-10

RIVERINE APARTMENTS LLC

THT PRT OF LOT 3 H L & CO'S 16TH ADD DES AS COM AT NW COR OF LOT 3 TH E 165 FT TH S 65 FT TO POB TH E 55 FT TH N 40 FT TH E 109.48 FT TO BDMAN RIVER TH S 11 DEG 47' 37" E 74.71 FT TH S 33.35' 50" E 82.35 FT TH S 50 DEG 7' 48" E 167.11 FT TH S 62 DEG 26' 6" E 245.11 FT TH S 61 DEG 11' 30" E 85.34 FT TH SW'LY ALONG THE ARC OF A 1295.92 FT RADIUS CURVE TO THE LEFT, THE LONG CHORD BEARING S 54 DEG 14' 04" W 231.03 FT TH S ALONG THE ARC OF A 400 FT RADIUS CURVE TO THE RIGHT LONG CHORD BEARING S 57 DEG 59' 26" W 123.87 FT TH S 66 DEG 51' 42" W 183.26 FT TH N'WLY ALONG THE ARC OF A 1687.02 FT RADIUS CURVE TO THE LEFT LONG CHORD BEARING N23.2128W 600.01 FT TH E 52.85 FT TH N 85 FT TO POB SUBJECT TO EASEMENTS & RESTRICTIONS OF RECORD

28-51-682-004-30

TRAVERSE CITY CITY OF

PART OF LOT 3 DESC AS COMM AT THE INTERSECTION OF THE N LINE OF LOT 3 (ALSO THE S LINE OF E 8TH ST 66' WIDE) AND THE NE'LY LINE OF PERE MARQUETTE RR ROW NOW KNOWN AS C&O RR AS THE THN E'LY 65FT ALONG THE N LINE OF LOT 3 THN S 5FT TO POB THN CONT S ALONG SAID LINE 70FT THN NW'LY ALONG RR ROW TO THE INTERSECT LINE OF 8TH ST AND THE NE LINE OF PERE MARQUETTE ROW THN SE'LY 65FT TO THE POB HANNAH LAY & CO'S 16TH ADD

28-51-682-004-00

TRAVERSE CITY CITY OF

THAT SOUTHERLY PART OF LOT 3, OF THE RECORDED PLAT OF HANNAH, LAY & CO'S 16TH ADD LYING N OF THE NLY ROW LINE OF THE EXISTING RR AND S OF THAT PART OF LOT 3 AS DESCRIBED IN L: 737 P:095. RESERVING RIPARIAN RIGHTS OF BOARDMAN RIVER TO THE CITY AND SUBJECT TO A 25FT WIDE EASEMENT FOR THE PURPOSE OF THE INSTALLATION OF MOTORIZED & NON-MOTORIZED TRAFFIC RIGHT OF WAY AND PUBLIC & PRIVATE UTILITIES ACROSS THE EASTERLY 25FT AND THE WESTERLY 25FT OF SAID PROPERTY. 2005 RETIRED 682-004-00 FOR 2006 2007 ADD 682-004-00 FOR 2008 (STILL ACTIVE)

28-51-682-004-20

TRAVERSE CITY CITY OF

PART OF LOT 3 DESC AS COMM AT THE INTERSECTION OF THE N LINE OF LOT 3 (ALSO THE S LINE OF E 8TH ST 66' WIDE) AND THE NE'LY LINE OF PERE MARQUETTE RR ROW NOW KNOWN AS C&O RR AS THE POB THN E'LY 65FT ALONG THE N LINE OF LOT 3 THN S 5FT THN NW'LY TO POB HANNAH LAY & CO'S 16TH ADD

28-51-68
TRAVER

PART OF
THE NE'LY
S 40FT TH
ADD EXC
737 P:095

Legal descr. of
(full)
Brownfield Plan
Area

28-51-682-004-50
TRAVERSE CITY CITY OF

PART OF LOT 3 HANNAH LAY & CO'S 16TH ADD TO TRAVERSE CITY DES AS COM AT THE INTERSECTION OF THE N LINE OF LOT 3 (ALSO THE S LINE OF E 8TH ST) & THE NELY LINE OF PERE MARQUETTE RR ROW NOW KNOWN AS C&O RR TH E ALONG THE N LINE OF LOT 3 165FT TO POB THN S 25FT THN E TO BOARDMAN RIVER THN N'LY TO THE N LINE OF LOT 3 (S LINE OF E EIGHTH ST) THENCE WEST ALONG SAID LINE TO A POB

28-51-682-006-00
TRAVERSE CITY CITY OF

LOT 4 H & L CO'S 16TH ADD

28-51-682-015-00
MJLB LAND LLC

THT PRT OF LOT 8 HANNAH LAY & CO'S 16TH ADD SEC 10 T27N R11W DES AS COM AT NW COR OF ORIG SAID LOT 8 AT A PT ON S LINE OF VAC 15TH ST TH S89°51'51"E 101.13 FT ALONG SAID LINE OF VAC ST TO WSTLY LINE OF LAKE RIDGE DR (FORMERLY RACE ST EXT) & POB TH ALONG SAID LINE S16° 15' W 378.18 FT TO N LINE OF 16TH ST TH ALONG SAID N LINE N89°58'10"W 58.68 FT TO W LINE OF SAID LOT 8 TH ALONG SAID LOT LINE 403.02 FT ALONG ARC OF 2814.79 FT RADIUS CURVE TO THE RIGHT WITH CHORD = N10°14'30"E 402.67 FT TO CTR LINE OF VAC 15TH ST TH ALONG SAID CTR LINE S89°51'51"E 102.52 FT TO WSTLY LINE OF LAKE RIDGE DR TH ALONG SAID LINE S16°15'W 34.35 FT TO POB EXC FLOWAGE RIGHTS

28-51-682-005-00
BONTER PROPERTIES LLC

THT PRT OF LOT 3 DES AS COM ON S LINE 8TH ST 65 FT E OF NE'LY LINE OF P M R/W TH E 100 FT TH S 150 FT TH TO PM R/W TH NE'LY ALONG R/W TO PT S OF POB TH N TO POB H L & CO'S 16TH ADD

28-51-682-014-00
TRAVERSE CITY CITY OF

ALL OF LOT 8 HANNAH LAY & CO'S 16TH ADD SEC 10 T27N R11W EXC THT PRT DES AS COM AT NW COR OF ORIG SAID LOT 8 AT A PT ON S LINE OF VAC 15TH ST TH S89°51'51"E 101.13 FT ALONG SAID LINE OF VAC ST TO WSTLY LINE OF LAKE RIDGE DR (FORMERLY RACE ST EXT) & POB TH ALONG SAID LINE S16° 15' W 378.18 FT TO N LINE OF 16TH ST TH ALONG SAID N LINE N89°58'10"W 58.68 FT TO W LINE OF SAID LOT 8 TH ALONG SAID LOT LINE 403.02 FT ALONG ARC OF 2814.79 FT RADIUS CURVE TO THE RIGHT WITH CHORD = N10°14'30"E 402.67 FT TO CTR LINE OF VAC 15TH ST TH ALONG SAID CTR LINE S89°51'51"E 102.52 FT TO WSTLY LINE OF LAKE RIDGE DR TH ALONG SAID LINE S16°15'W 34.35 FT TO POB

28-51-682-016-00
DORIOT ROBERT A & MICHAEL

LOTS 9 10 11 & 12 EXCEPT FLOWAGE RIGHTS H & L CO'S 16TH ADD

28-51-757-000-01
MJLB LAND LLC

28-51-757-001-04
FEHNER JEANNETTE M TRUST

3-30-01 RETIRED #682-007-00 CREATED CONDO MASTER FILE
#757-000-00 LOTS 5 & 6 & ALL OF VACATED RACE ST EXCL
FLOWAGE & RIPARIAN RIGHTS HANNAH LAY & CO'S 16TH ADD

UNIT #4 LAKE RIDGE CONDOMINIUM CITY OF TRAVERSE CITY,
GRAND TRAVERSE COUNTY, MICHIGAN ACCORDING TO ACT
NO.50 OF PUBLIC ACTS OF 1978 ESTABLISHED COMDOMINIUM
3-30-01 RETIRED #682-007-00 CREATED CONDO MASTER FILE
#757-000-00 SPLIT 28-51-757-001-00 ON 04/03/2002 INTO
28-51-757-001-01, THROUGH 28-51-757-001-15;

28-51-757-001-09
DAVIDSON CHARLES & SUSAN

28-51-757-001-73
BOARDMAN WEST LLC

UNIT #9 LAKE RIDGE CONDOMINIUM CITY OF TRAVERSE CITY,
GRAND TRAVERSE COUNTY, MICHIGAN ACCORDING TO ACT
NO.50 OF PUBLIC ACTS OF 1978 ESTABLISHED COMDOMINIUM
3-30-01 RETIRED #682-007-00 CREATED CONDO MASTER FILE
#757-000-00 SPLIT 28-51-757-001-00 ON 04/03/2002 INTO
28-51-757-001-01, THROUGH 28-51-757-001-15; 2005 AMENDED
MASTER DEED L:2005C-00087 FOR 2006 ROLL DID NOT AFFECT
THIS PARCEL

UNIT #1 LAKE RIDGE CONDOMINIUM CITY OF TRAVERSE CITY,
GRAND TRAVERSE COUNTY, MICHIGAN ACCORDING TO ACT
NO.50 OF PUBLIC ACTS OF 1978 ESTABLISHED COMDOMINIUM
3-30-01 RETIRED #682-007-00 CREATED CONDO MASTER FILE
#757-000-00 SPLIT 28-51-757-001-00 ON 04/03/2002 INTO
28-51-757-001-01, THROUGH 28-51-757-001-15; 2005 AMENDED
MASTER DEED L:2005C-00087 FOR 2006 ROLL PARCEL NUMBER
CHANGED FROM 28-51-757-001-01 FOR 2006

28-51-757-001-74
TOUSLEY MICHAEL J & MART

28-51-757-001-75
BAIN MARY L TRUST

UNIT #2 LAKE RIDGE CONDOMINIUM CITY OF TRAVERSE CITY,
GRAND TRAVERSE COUNTY, MICHIGAN ACCORDING TO ACT
NO.50 OF PUBLIC ACTS OF 1978 ESTABLISHED COMDOMINIUM
3-30-01 RETIRED #682-007-00 CREATED CONDO MASTER FILE
#757-000-00 SPLIT 28-51-757-001-00 ON 04/03/2002 INTO
28-51-757-001-01, THROUGH 28-51-757-001-15; PARCEL NUMBER
CHANGED FROM 28-51-757-001-02 FOR 2006

UNIT #3 LAKE RIDGE CONDOMINIUM CITY OF TRAVERSE CITY,
GRAND TRAVERSE COUNTY, MICHIGAN ACCORDING TO ACT
NO.50 OF PUBLIC ACTS OF 1978 ESTABLISHED COMDOMINIUM
3-30-01 RETIRED #682-007-00 CREATED CONDO MASTER FILE
#757-000-00 SPLIT 28-51-757-001-00 ON 04/03/2002 INTO
28-51-757-001-01, THROUGH 28-51-757-001-15; 2005 AMENDED
MASTER DEED L:2005C-00087 FOR 2006 ROLL PARCEL NUMBER
CHANGED FROM 28-51-757-001-03 FOR 2006

28-51-757-001-76
PETERSON WARREN V & CATH

UNIT #5 LAKE RIDGE CONDOMINIUM CITY OF TRAVERSE CITY,
GRAND TRAVERSE COUNTY,MICHIGAN ACCORDING TO ACT
NO.50 OF PUBLIC ACTS OF 1978 ESTABLISHED COMDOMINIUM
3-30-01 RETIRED #682-007-00 CREATED CONDO MASTER FILE
#757-000-00 SPLIT 28-51-757-001-00 ON 04/03/2002 INTO
28-51-757-001-01,THROUGH 28-51-757-001-15; 2005 AMENDED
MASTER DEED L:2005C-00087 FOR 2006 ROLL. PARCEL NUMBER
CHANGED FROM 28-51-757-001-05 FOR 2006

28-51-757-001-78
TERREAULT ROGER A & GENE

UNIT #7 LAKE RIDGE CONDOMINIUM CITY OF TRAVERSE CITY,
GRAND TRAVERSE COUNTY,MICHIGAN ACCORDING TO ACT
NO.50 OF PUBLIC ACTS OF 1978 ESTABLISHED COMDOMINIUM
3-30-01 RETIRED #682-007-00 CREATED CONDO MASTER FILE
#757-000-00 SPLIT 28-51-757-001-00 ON 04/03/2002 INTO
28-51-757-001-01,THROUGH 28-51-757-001-15; 2005 AMENDED
MASTER DEED L:2005C-00087 FOR 2006 ROLL PARCEL NUMBER
CHANGED FROM 28-51-757-001-07 FOR 2006

28-51-757-001-80
GUSTAFSON MARK & SOLVEIG

UNIT #10 LAKE RIDGE CONDOMINIUM CITY OF TRAVERSE CITY,
GRAND TRAVERSE COUNTY,MICHIGAN ACCORDING TO ACT
NO.50 OF PUBLIC ACTS OF 1978 ESTABLISHED COMDOMINIUM
3-30-01 RETIRED #682-007-00 CREATED CONDO MASTER FILE
#757-000-00 SPLIT 28-51-757-001-00 ON 04/03/2002 INTO
28-51-757-001-01,THROUGH 28-51-757-001-15; 2005 AMENDED
MASTER DEED L:2005C-00087 FOR 2006 ROLL PARCEL NUMBER
CHANGED FROM 28-51-757-001-10 FOR 2006

28-51-757-001-77
DEPLER THOMAS A & NANCY

UNIT #6 LAKE RIDGE CONDOMINIUM CITY OF TRAVERSE CITY,
GRAND TRAVERSE COUNTY,MICHIGAN ACCORDING TO ACT
NO.50 OF PUBLIC ACTS OF 1978 ESTABLISHED COMDOMINIUM
3-30-01 RETIRED #682-007-00 CREATED CONDO MASTER FILE
#757-000-00 SPLIT 28-51-757-001-00 ON 04/03/2002 INTO
28-51-757-001-01,THROUGH 28-51-757-001-15; 2005 AMENDED
MASTER DEED L:2005C-00087 FOR 2006 ROLL PARCEL NUMBER
CHANGED FROM 28-51-757-001-06 FOR 2006

28-51-757-001-79
DEXTER LOIS J TRUST

UNIT #8 LAKE RIDGE CONDOMINIUM CITY OF TRAVERSE CITY,
GRAND TRAVERSE COUNTY,MICHIGAN ACCORDING TO ACT
NO.50 OF PUBLIC ACTS OF 1978 ESTABLISHED COMDOMINIUM
3-30-01 RETIRED #682-007-00 CREATED CONDO MASTER FILE
#757-000-00 SPLIT 28-51-757-001-00 ON 04/03/2002 INTO
28-51-757-001-01,THROUGH 28-51-757-001-15; 2005 AMENDED
MASTER DEED L:2005C-00087 FOR 2006 ROLL NEW PARCEL
NUMBER FOR 2006 ROLL 28-51-757-001-79 PARCEL NUMBER
CHANGED FROM 28-51-757-001-08 FOR 2006

28-51-757-001-81
BLACK AGNES CHRISTINE

UNIT #11 LAKE RIDGE CONDOMINIUM CITY OF TRAVERSE CITY,
GRAND TRAVERSE COUNTY,MICHIGAN ACCORDING TO ACT
NO.50 OF PUBLIC ACTS OF 1978 ESTABLISHED COMDOMINIUM
3-30-01 RETIRED #682-007-00 CREATED CONDO MASTER FILE
#757-000-00 SPLIT 28-51-757-001-00 ON 04/03/2002 INTO
28-51-757-001-01,THROUGH 28-51-757-001-15; 2005 AMENDED
MASTER DEED L:2005C-00087 FOR 2006 ROLL PARCEL NUMBER
CHANGED FROM 28-51-757-001-11 FOR 2006

28-51-757-001-82
DUNN TIMOTHY M & MARY M

UNIT #12 LAKE RIDGE CONDOMINIUM CITY OF TRAVERSE CITY,
GRAND TRAVERSE COUNTY, MICHIGAN ACCORDING TO ACT
NO. 50 OF PUBLIC ACTS OF 1978 ESTABLISHED COMDOMINIUM
3-30-01 RETIRED #682-007-00 CREATED CONDO MASTER FILE
#757-000-00 SPLIT 28-51-757-001-00 ON 04/03/2002 INTO
28-51-757-001-01, THROUGH 28-51-757-001-15; 2005 AMENDED
MASTER DEED L:2005C-00087 FOR 2006 ROLL PARCEL NUMBER
CHANGED FROM 28-51-757-001-12 FOR 2006

28-51-757-001-84
WILLINGS BONNIE KAY

UNIT #14 LAKE RIDGE CONDOMINIUM CITY OF TRAVERSE CITY,
GRAND TRAVERSE COUNTY, MICHIGAN ACCORDING TO ACT
NO. 50 OF PUBLIC ACTS OF 1978 ESTABLISHED COMDOMINIUM
3-30-01 RETIRED #682-007-00 CREATED CONDO MASTER FILE
#757-000-00 SPLIT 28-51-757-001-00 ON 04/03/2002 INTO
28-51-757-001-01, THROUGH 28-51-757-001-15; 2005 AMENDED
MASTER DEED L:2005C-00087 FOR 2006 ROLL PARCEL NUMBER
CHANGED FROM 28-51-757-001-14 FOR 2006

28-51-757-002-17
MITCHEL SUE ZAHN

UNIT 17 LAKE RIDGE CONDOMINIUM CITY OF TRAVERSE CITY,
GRAND TRAVERSE COUNTY, MICHIGAN ACCORDING TO ACT
NO. 50 OF PUBLIC ACTS OF 1978. SPLIT/COMB. 09/12/2003 PARENT
PARCEL(S): 28-51-757-002-00; CHILD PARCEL(S): FROM
28-51-757-002-16 TO 28-51-757-002-30 2005 AMENDED MASTER
DEED L:2005C-00087 FOR 2006 ROLL DOES NOT AFFECT THIS
PARCEL

28-51-757-001-83
KLOES RANDALL A & PAULET

UNIT #13 LAKE RIDGE CONDOMINIUM CITY OF TRAVERSE CITY,
GRAND TRAVERSE COUNTY, MICHIGAN ACCORDING TO ACT
NO. 50 OF PUBLIC ACTS OF 1978 ESTABLISHED COMDOMINIUM
3-30-01 RETIRED #682-007-00 CREATED CONDO MASTER FILE
#757-000-00 SPLIT 28-51-757-001-00 ON 04/03/2002 INTO
28-51-757-001-01, THROUGH 28-51-757-001-15; PARCEL NUMBER
CHANGED FROM 28-51-757-001-13 FOR 2006

28-51-757-001-85
LOVELESS JUDITH M TRUST

UNIT #15 LAKE RIDGE CONDOMINIUM CITY OF TRAVERSE CITY,
GRAND TRAVERSE COUNTY, MICHIGAN ACCORDING TO ACT
NO. 50 OF PUBLIC ACTS OF 1978 ESTABLISHED COMDOMINIUM
3-30-01 RETIRED #682-007-00 CREATED CONDO MASTER FILE
#757-000-00 ON 04/03/2002 SPLIT 28-51-757-001-00 INTO
28-51-757-001-01, THROUGH 28-51-757-001-15; 2005 AMENDED
MASTER DEED L:2005C-00087 FOR 2006 ROLL PARCEL NUMBER
CHANGED FROM 28-51-757-001-15 FOR 2006

28-51-757-002-22
EMERSON JACK & MARY ANN

UNIT #22 LAKE RIDGE CONDOMINIUM CITY OF TRAVERSE CITY,
GRAND TRAVERSE COUNTY, MICHIGAN ACCORDING TO ACT
NO. 50 OF PUBLIC ACTS OF 1978. SPLIT 757-002-00; CREATED
UNITS 16 THROUGH 30 2005 AMENDED MASTER DEED
L:2005C-00087 FOR 2006 ROLL DOES NOT AFFECT THIS PARCEL.

28-51-757-002-27
MCDERMOTT JOSEPH S & PAU

28-51-757-002-86
KAUPPILA FREDERICK A & DE

UNIT #27 LAKE RIDGE CONDOMINIUM CITY OF TRAVERSE CITY,
GRAND TRAVERSE COUNTY, MICHIGAN ACCORDING TO ACT
NO. 50 OF PUBLIC ACTS OF 1978 SPLIT 757-002-00; CREATED
UNITS 16 THROUGH 30 2005 AMENDED MASTER DEED
L:2005C-00087 FOR 2006 ROLL DOES NOT AFFECT THIS PARCEL

UNIT #16 LAKE RIDGE CONDOMINIUM CITY OF TRAVERSE CITY,
GRAND TRAVERSE COUNTY, MICHIGAN ACCORDING TO ACT
NO. 50 OF PUBLIC ACTS OF 1978 SPLIT/COMB. ON 09/12/2003
COMPLETED 09/12/2003 PARENT PARCEL(S): 28-51-757-002-00;
CHILD PARCEL(S): FROM 28-51-757-002-16 TO 28-51-757-002-30
2005 AMENDED MASTER DEED L:2005C-00087 RETIRED
#757-002-16; CREATED #757-002-86 FOR 2006 ROLL

28-51-757-002-87
LYON RANDOLPH & BARBAR

28-51-757-002-88
NOLAND PATRICK TRUST

UNIT #18 LAKE RIDGE CONDOMINIUM CITY OF TRAVERSE CITY,
GRAND TRAVERSE COUNTY, MICHIGAN ACCORDING TO ACT
NO. 50 OF PUBLIC ACTS OF 1978 SPLIT 757-002-00; CREATED
UNITS 16 THROUGH 30 2005 AMENDED MASTER DEED
L:2005C-00087 FOR 2006 ROLL

UNIT #19 LAKE RIDGE CONDOMINIUM CITY OF TRAVERSE CITY,
GRAND TRAVERSE COUNTY, MICHIGAN ACCORDING TO ACT
NO. 50 OF PUBLIC ACTS OF 1978 SPLIT 757-002-00; CREATED
UNITS 16 THROUGH 30 2005 AMENDED MASTER DEED
L:2005C-00087 FOR 2006 ROLL

28-51-757-002-89
BOARDMAN WEST LLC

28-51-757-002-90
BERG DONALD L SR

UNIT #20 LAKE RIDGE CONDOMINIUM CITY OF TRAVERSE CITY,
GRAND TRAVERSE COUNTY, MICHIGAN ACCORDING TO ACT
NO. 50 OF PUBLIC ACTS OF 1978 SPLIT 757-002-00; CREATED
UNITS 16 THROUGH 30 2005 AMENDED MASTER DEED
L:2005C-00087 FOR 2006 ROLL

UNIT #21 LAKE RIDGE CONDOMINIUM CITY OF TRAVERSE CITY,
GRAND TRAVERSE COUNTY, MICHIGAN ACCORDING TO ACT
NO. 50 OF PUBLIC ACTS OF 1978 SPLIT 757-002-00; CREATED
UNITS 16 THROUGH 30 2005 AMENDED MASTER DEED
L:2005C-00087 FOR 2006 ROLL

28-51-757-002-91
KISH JOHN & GENEVIEVE

28-51-757-002-92
STAFF MARTHA J

UNIT #23 LAKE RIDGE CONDOMINIUM CITY OF TRAVERSE CITY,
GRAND TRAVERSE COUNTY, MICHIGAN ACCORDING TO ACT
NO. 50 OF PUBLIC ACTS OF 1978 SPLIT 757-002-00; CREATED
UNITS 16 THROUGH 30 2005 AMENDED MASTER DEED
L:2005C-00087 FOR 2006 ROLL

UNIT #24 LAKE RIDGE CONDOMINIUM CITY OF TRAVERSE CITY,
GRAND TRAVERSE COUNTY, MICHIGAN ACCORDING TO ACT
NO. 50 OF PUBLIC ACTS OF 1978. SPLIT 757-002-00; CREATED
UNITS 16 THROUGH 30

28-51-757-002-93
HOTCHKISS WM R & M VALER

28-51-757-002-94
JOHNSON MARY A DR

UNIT #25 LAKE RIDGE CONDOMINIUM CITY OF TRAVERSE CITY,
GRAND TRAVERSE COUNTY, MICHIGAN ACCORDING TO ACT
NO. 50 OF PUBLIC ACTS OF 1978. SPLIT 757-002-00; CREATED
UNITS 16 THROUGH 30 2005 AMENDED MASTER DEED
L:2005C-00087 FOR 2006 ROLL

UNIT #26 LAKE RIDGE CONDOMINIUM CITY OF TRAVERSE CITY,
GRAND TRAVERSE COUNTY, MICHIGAN ACCORDING TO ACT
NO. 50 OF PUBLIC ACTS OF 1978. SPLIT 757-002-00; CREATED
UNITS 16 THROUGH 30 2005 AMENDED MASTER DEED
L:2005C-00087 FOR 2006 ROLL

28-51-757-002-95
MALSTROM JOHN C & PHYLLI

28-51-757-002-96
ACOSTA MICHAEL A & MARY

UNIT #28 LAKE RIDGE CONDOMINIUM CITY OF TRAVERSE CITY,
GRAND TRAVERSE COUNTY, MICHIGAN ACCORDING TO ACT
NO. 50 OF PUBLIC ACTS OF 1978 SPLIT 757-002-00; CREATED
UNITS 16 THROUGH 30 2005 AMENDED MASTER DEED
L:2005C-00087 FOR 2006 ROLL

UNIT #29 LAKE RIDGE CONDOMINIUM CITY OF TRAVERSE CITY,
GRAND TRAVERSE COUNTY, MICHIGAN ACCORDING TO ACT
NO. 50 OF PUBLIC ACTS OF 1978 SPLIT 757-002-00; CREATED
UNITS 16 THROUGH 30 2005 AMENDED MASTER DEED
L:2005C-00087 FOR 2006 ROLL

28-51-757-002-97
WESOLOWSKI JOHN J & LORI

28-51-757-003-31
HITCHENS JOHN DANIEL TRUS

UNIT #30 LAKE RIDGE CONDOMINIUM CITY OF TRAVERSE CITY,
GRAND TRAVERSE COUNTY, MICHIGAN ACCORDING TO ACT
NO. 50 OF PUBLIC ACTS OF 1978 SPLIT 757-002-00; CREATED
UNITS 16 THROUGH 30 2005 AMENDED MASTER DEED
L:2005C-00087 FOR 2006 ROLL

UNIT 31 LAKE RIDGE CONDOMINIUM CITY OF TRAVERSE CITY,
GRAND TRAVERSE COUNTY, MICHIGAN ACCORDING TO ACT
NO. 50 OF PUBLIC ACTS OF 1978 2005 FIRST AMMENDMENT TO
MASTER DEED RETIRED #757-003-00 AND CREATED 18 UNITS;
#757-003-31 THRU #757-003-48 FOR 2006

28-51-757-003-32
COZART CLARIS

28-51-757-003-33
HORN JAMES W & MARY K

UNIT 32 LAKE RIDGE CONDOMINIUM CITY OF TRAVERSE CITY,
GRAND TRAVERSE COUNTY, MICHIGAN ACCORDING TO ACT
NO. 50 OF PUBLIC ACTS OF 1978 2005 FIRST AMMENDMENT TO
MASTER DEED RETIRED #757-003-00 AND CREATED 18 UNITS;
#757-003-31 THRU #757-003-48 FOR 2006

UNIT 33 LAKE RIDGE CONDOMINIUM CITY OF TRAVERSE CITY,
GRAND TRAVERSE COUNTY, MICHIGAN ACCORDING TO ACT
NO. 50 OF PUBLIC ACTS OF 1978 2005 FIRST AMMENDMENT TO
MASTER DEED RETIRED #757-003-00 AND CREATED 18 UNITS;
#757-003-31 THRU #757-003-48 FOR 2006

28-51-757-003-34
HOCHSCHEIDT MICHAEL & JE

28-51-757-003-35
GONDER BERNEICE M

UNIT 34 LAKE RIDGE CONDOMINIUM CITY OF TRAVERSE CITY,
GRAND TRAVERSE COUNTY, MICHIGAN ACCORDING TO ACT
NO. 50 OF PUBLIC ACTS OF 1978 2005 FIRST AMMENDMENT TO
MASTER DEED RETIRED #757-003-00 AND CREATED 18 UNITS;
#757-003-31 THRU #757-003-48 FOR 2006

UNIT 35 LAKE RIDGE CONDOMINIUM CITY OF TRAVERSE CITY,
GRAND TRAVERSE COUNTY, MICHIGAN ACCORDING TO ACT
NO. 50 OF PUBLIC ACTS OF 1978 2005 FIRST AMMENDMENT TO
MASTER DEED RETIRED #757-003-00 AND CREATED 18 UNITS;
#757-003-31 THRU #757-003-48 FOR 2006

28-51-757-003-36
BOARDMAN WEST LLC

28-51-757-003-37
WELBURN DAN E & PAULINE

UNIT 36 LAKE RIDGE CONDOMINIUM CITY OF TRAVERSE CITY,
GRAND TRAVERSE COUNTY, MICHIGAN ACCORDING TO ACT
NO. 50 OF PUBLIC ACTS OF 1978 2005 FIRST AMMENDMENT TO
MASTER DEED RETIRED #757-003-00 AND CREATED 18 UNITS;
#757-003-31 THRU #757-003-48 FOR 2006

UNIT 37 LAKE RIDGE CONDOMINIUM CITY OF TRAVERSE CITY,
GRAND TRAVERSE COUNTY, MICHIGAN ACCORDING TO ACT
NO. 50 OF PUBLIC ACTS OF 1978 2005 FIRST AMMENDMENT TO
MASTER DEED RETIRED #757-003-00 AND CREATED 18 UNITS;
#757-003-31 THRU #757-003-48 FOR 2006

28-51-757-003-38
PLOUGH WILLIAM R

28-51-757-003-39
FORTON PHILLIP R & PAMELA

UNIT 38 LAKE RIDGE CONDOMINIUM CITY OF TRAVERSE CITY,
GRAND TRAVERSE COUNTY, MICHIGAN ACCORDING TO ACT
NO. 50 OF PUBLIC ACTS OF 1978 2005 FIRST AMMENDMENT TO
MASTER DEED RETIRED #757-003-00 AND CREATED 18 UNITS;
#757-003-31 THRU #757-003-48 FOR 2006

UNIT 39 LAKE RIDGE CONDOMINIUM CITY OF TRAVERSE CITY,
GRAND TRAVERSE COUNTY, MICHIGAN ACCORDING TO ACT
NO. 50 OF PUBLIC ACTS OF 1978 2005 FIRST AMMENDMENT TO
MASTER DEED RETIRED #757-003-00 AND CREATED 18 UNITS;
#757-003-31 THRU #757-003-48 FOR 2006

28-51-757-003-40
ROSS DONNA M

28-51-757-003-41
SCHMITT INVESTMENTS LLC

UNIT 40 LAKE RIDGE CONDOMINIUM CITY OF TRAVERSE CITY,
GRAND TRAVERSE COUNTY, MICHIGAN ACCORDING TO ACT
NO. 50 OF PUBLIC ACTS OF 1978 2005 FIRST AMMENDMENT TO
MASTER DEED RETIRED #757-003-00 AND CREATED 18 UNITS;
#757-003-31 THRU #757-003-48 FOR 2006

UNIT 41 LAKE RIDGE CONDOMINIUM CITY OF TRAVERSE CITY,
GRAND TRAVERSE COUNTY, MICHIGAN ACCORDING TO ACT
NO. 50 OF PUBLIC ACTS OF 1978 2005 FIRST AMMENDMENT TO
MASTER DEED RETIRED #757-003-00 AND CREATED 18 UNITS;
#757-003-31 THRU #757-003-48 FOR 2006

28-51-757-003-42
BOARDMAN WEST LLC

28-51-757-003-43
SORGEN DAVID & FRANCES P

UNIT 42 LAKE RIDGE CONDOMINIUM CITY OF TRAVERSE CITY,
GRAND TRAVERSE COUNTY, MICHIGAN ACCORDING TO ACT
NO. 50 OF PUBLIC ACTS OF 1978 2005 FIRST AMMENDMENT TO
MASTER DEED RETIRED #757-003-00 AND CREATED 18 UNITS;
#757-003-31 THRU #757-003-48 FOR 2006

UNIT 43 LAKE RIDGE CONDOMINIUM CITY OF TRAVERSE CITY,
GRAND TRAVERSE COUNTY, MICHIGAN ACCORDING TO ACT
NO. 50 OF PUBLIC ACTS OF 1978 2005 FIRST AMMENDMENT TO
MASTER DEED RETIRED #757-003-00 AND CREATED 18 UNITS;
#757-003-31 THRU #757-003-48 FOR 2006

28-51-757-003-44
MILLWARD DANIEL TRUST (LE

28-51-757-003-45
BOARDMAN WEST LLC

UNIT 44 LAKE RIDGE CONDOMINIUM CITY OF TRAVERSE CITY,
GRAND TRAVERSE COUNTY, MICHIGAN ACCORDING TO ACT
NO. 50 OF PUBLIC ACTS OF 1978 2005 FIRST AMMENDMENT TO
MASTER DEED RETIRED #757-003-00 AND CREATED 18 UNITS;
#757-003-31 THRU #757-003-48 FOR 2006

UNIT 45 LAKE RIDGE CONDOMINIUM CITY OF TRAVERSE CITY,
GRAND TRAVERSE COUNTY, MICHIGAN ACCORDING TO ACT
NO. 50 OF PUBLIC ACTS OF 1978 2005 FIRST AMMENDMENT TO
MASTER DEED RETIRED #757-003-00 AND CREATED 18 UNITS;
#757-003-31 THRU #757-003-48 FOR 2006

28-51-757-003-46
PARSONS RANDALL S & CHAV

28-51-757-003-47
BLAZER CYNTHIA S &

UNIT 46 LAKE RIDGE CONDOMINIUM CITY OF TRAVERSE CITY,
GRAND TRAVERSE COUNTY, MICHIGAN ACCORDING TO ACT
NO. 50 OF PUBLIC ACTS OF 1978 2005 FIRST AMMENDMENT TO
MASTER DEED RETIRED #757-003-00 AND CREATED 18 UNITS;
#757-003-31 THRU #757-003-48 FOR 2006

UNIT 47 LAKE RIDGE CONDOMINIUM CITY OF TRAVERSE CITY,
GRAND TRAVERSE COUNTY, MICHIGAN ACCORDING TO ACT
NO. 50 OF PUBLIC ACTS OF 1978 2005 FIRST AMMENDMENT TO
MASTER DEED RETIRED #757-003-00 AND CREATED 18 UNITS;
#757-003-31 THRU #757-003-48 FOR 2006

28-51-757-003-48
STRAND JOHN S

28-51-760-001-00
MJLB LAND LLC

UNIT 48 LAKE RIDGE CONDOMINIUM CITY OF TRAVERSE CITY,
GRAND TRAVERSE COUNTY, MICHIGAN ACCORDING TO ACT
NO. 50 OF PUBLIC ACTS OF 1978 2005 FIRST AMMENDMENT TO
MASTER DEED RETIRED #757-003-00 AND CREATED 18 UNITS;
#757-003-31 THRU #757-003-48 FOR 2006

UNIT 1 , MASTER DEED LAKE RIDGE LANDING RECORDED AT
GRAND TRAVERSE COUNTY REGISTER OF DEEDS #2007C-00043.
LOT 7, OF THE PLAT OF HANNAH, LAY & CO'S SIXTEENTH
ADDITION TO TRAVERSE CITY AS RECORDED IN LIBER 3 OF
VILLAGE PLATS, PAGES 6 AND 7, GRAND TRAVERSE COUNTY
RECORDS.

28-51-760-002-00
MJLB LAND LLC

28-51-760-003-00
NICHOLS GARY G & SUE A

UNIT 2 , MASTER DEED LAKE RIDGE LANDING RECORDED AT
GRAND TRAVERSE COUNTY REGISTER OF DEEDS #2007C-00043.
LOT 7, OF THE PLAT OF HANNAH, LAY & CO'S SIXTEENTH
ADDITION TO TRAVERSE CITY AS RECORDED IN LIBER 3 OF
VILLAGE PLATS, PAGES 6 AND 7, GRAND TRAVERSE COUNTY
RECORDS.

UNIT 3 , MASTER DEED LAKE RIDGE LANDING RECORDED AT
GRAND TRAVERSE COUNTY REGISTER OF DEEDS #2007C-00043.
LOT 7, OF THE PLAT OF HANNAH, LAY & CO'S SIXTEENTH
ADDITION TO TRAVERSE CITY AS RECORDED IN LIBER 3 OF
VILLAGE PLATS, PAGES 6 AND 7, GRAND TRAVERSE COUNTY
RECORDS.

28-51-760-004-00
MJLB LAND LLC

28-51-760-005-00
MARRESE JAMES & JILL

UNIT 4 , MASTER DEED LAKE RIDGE LANDING RECORDED AT
GRAND TRAVERSE COUNTY REGISTER OF DEEDS #2007C-00043.
LOT 7, OF THE PLAT OF HANNAH, LAY & CO'S SIXTEENTH
ADDITION TO TRAVERSE CITY AS RECORDED IN LIBER 3 OF
VILLAGE PLATS, PAGES 6 AND 7, GRAND TRAVERSE COUNTY
RECORDS.

UNIT 5 , MASTER DEED LAKE RIDGE LANDING RECORDED AT
GRAND TRAVERSE COUNTY REGISTER OF DEEDS #2007C-00043.
LOT 7, OF THE PLAT OF HANNAH, LAY & CO'S SIXTEENTH
ADDITION TO TRAVERSE CITY AS RECORDED IN LIBER 3 OF
VILLAGE PLATS, PAGES 6 AND 7, GRAND TRAVERSE COUNTY
RECORDS.

28-51-760-006-00
NOLAND PATRICK J TRUST

UNIT 6 , MASTER DEED LAKE RIDGE LANDING RECORDED AT GRAND TRAVERSE COUNTY REGISTER OF DEEDS #2007C-00043. LOT 7, OF THE PLAT OF HANNAH, LAY & CO'S SIXTEENTH ADDITION TO TRAVERSE CITY AS RECORDED IN LIBER 3 OF VILLAGE PLATS, PAGES 6 AND 7, GRAND TRAVERSE COUNTY RECORDS.

28-51-760-008-00
BARNES GAIL & ROBERT

UNIT 8 , MASTER DEED LAKE RIDGE LANDING RECORDED AT GRAND TRAVERSE COUNTY REGISTER OF DEEDS #2007C-00043. LOT 7, OF THE PLAT OF HANNAH, LAY & CO'S SIXTEENTH ADDITION TO TRAVERSE CITY AS RECORDED IN LIBER 3 OF VILLAGE PLATS, PAGES 6 AND 7, GRAND TRAVERSE COUNTY RECORDS.

28-51-760-010-00
BLACK CHARLES A & SALLY J

UNIT 10 , MASTER DEED LAKE RIDGE LANDING RECORDED AT GRAND TRAVERSE COUNTY REGISTER OF DEEDS #2007C-00043. LOT 7, OF THE PLAT OF HANNAH, LAY & CO'S SIXTEENTH ADDITION TO TRAVERSE CITY AS RECORDED IN LIBER 3 OF VILLAGE PLATS, PAGES 6 AND 7, GRAND TRAVERSE COUNTY RECORDS.

28-51-760-007-00
MJLB LAND LLC

UNIT 7 , MASTER DEED LAKE RIDGE LANDING RECORDED AT GRAND TRAVERSE COUNTY REGISTER OF DEEDS #2007C-00043. LOT 7, OF THE PLAT OF HANNAH, LAY & CO'S SIXTEENTH ADDITION TO TRAVERSE CITY AS RECORDED IN LIBER 3 OF VILLAGE PLATS, PAGES 6 AND 7, GRAND TRAVERSE COUNTY RECORDS.

28-51-760-009-00
SCHULZ SCOTT O & LIBBY H

UNIT 9 , MASTER DEED LAKE RIDGE LANDING RECORDED AT GRAND TRAVERSE COUNTY REGISTER OF DEEDS #2007C-00043. LOT 7, OF THE PLAT OF HANNAH, LAY & CO'S SIXTEENTH ADDITION TO TRAVERSE CITY AS RECORDED IN LIBER 3 OF VILLAGE PLATS, PAGES 6 AND 7, GRAND TRAVERSE COUNTY RECORDS.

28-51-760-011-01
OLSEN WAYNE L & ANN M

2011 COMBINED UNIT 11 & 12 ,3RD AMENDMENT TO MD - LAKE RIDGE LANDING 2010C-00008 MASTER DEED LAKE RIDGE LANDING RECORDED AT GRAND TRAVERSE COUNTY REGISTER OF DEEDS #2007C-00043. LOT 7, OF THE PLAT OF HANNAH, LAY & CO'S SIXTEENTH ADDITION TO TRAVERSE CITY AS RECORDED IN LIBER 3 OF VILLAGE PLATS, PAGES 6 AND 7, GRAND TRAVERSE COUNTY RECORDS. SPLIT ON 06/09/2010 FROM 28-51-760-011-00, 28-51-760-012-00;

28-51-760-013-00
MJLB LAND LLC

UNIT 13 , MASTER DEED LAKE RIDGE LANDING RECORDED AT
GRAND TRAVERSE COUNTY REGISTER OF DEEDS #2007C-00043.
LOT 7, OF THE PLAT OF HANNAH, LAY & CO'S SIXTEENTH
ADDITION TO TRAVERSE CITY AS RECORDED IN LIBER 3 OF
VILLAGE PLATS, PAGES 6 AND 7, GRAND TRAVERSE COUNTY
RECORDS.

28-51-787-001-01
ROGERS JOHN R

UNIT 1 OLD TOWN CONDOMINIUMS ACCORDING TO THE
MASTER DEED OF GRAND TRAVERSE COUNTY L:1446 P:955
CONDOMINIUM SUBDIVISION NO. 141, CITY OF TRAVERSE
CITY, GRAND TRAVERSE COUNTY MICHIGAN SPLIT RETIRED
#622-140-02 CREATED #787-001 THROUGH #787-006-00

28-51-787-001-03
NIEBROSKI WALTER V TRUST

UNIT 3 OLD TOWN CONDOMINIUMS ACCORDING TO THE
MASTER DEED OF GRAND TRAVERSE COUNTY L:1446 P:955
CONDOMINIUM SUBDIVISION NO. 141, CITY OF TRAVERSE
CITY, GRAND TRAVERSE COUNTY MICHIGAN SPLIT RETIRED
#622-140-02 CREATED #787-001 THROUGH #787-006-00

28-51-760-014-00
MJLB LAND LLC

UNIT 14, MASTER DEED LAKE RIDGE LANDING RECORDED AT
GRAND TRAVERSE COUNTY REGISTER OF DEEDS #2007C-00043.
LOT 7, OF THE PLAT OF HANNAH, LAY & CO'S SIXTEENTH
ADDITION TO TRAVERSE CITY AS RECORDED IN LIBER 3 OF
VILLAGE PLATS, PAGES 6 AND 7, GRAND TRAVERSE COUNTY
RECORDS.

28-51-787-001-02
PEARSON KATHERINE E

UNIT 2 OLD TOWN CONDOMINIUMS ACCORDING TO THE
MASTER DEED OF GRAND TRAVERSE COUNTY L:1446 P:955
CONDOMINIUM SUBDIVISION NO. 141, CITY OF TRAVERSE
CITY, GRAND TRAVERSE COUNTY MICHIGAN SPLIT RETIRED
#622-140-02 CREATED #787-001 THROUGH #787-006-00

28-51-787-002-01
SUMNER MARY ANN

UNIT4 OLD TOWN CONDOMINIUMS ACCORDING TO THE
MASTER DEED OF GRAND TRAVERSE COUNTY L:1446 P:955
CONDOMINIUM SUBDIVISION NO. 141, CITY OF TRAVERSE
CITY, GRAND TRAVERSE COUNTY MICHIGAN SPLIT RETIRED
#622-140-02 CREATED #787-001 THROUGH #787-006-00

28-51-787-002-02
POST HEIDE MARIE H

UNIT 5 OLD TOWN CONDOMINIUMS ACCORDING TO THE
MASTER DEED OF GRAND TRAVERSE COUNTY L:1446 P:955
CONDOMINIUM SUBDIVISION NO. 141, CITY OF TRAVERSE
CITY, GRAND TRAVERSE COUNTY MICHIGAN SPLIT RETIRED
#622-140-02 CREATED #787-001 THROUGH #787-006-00

28-51-787-003-02
AMBROSE JESSICA R

UNIT 7 OLD TOWN CONDOMINIUMS ACCORDING TO THE
MASTER DEED OF GRAND TRAVERSE COUNTY L:1446 P:955
CONDOMINIUM SUBDIVISION NO. 141, CITY OF TRAVERSE
CITY, GRAND TRAVERSE COUNTY MICHIGAN SPLIT RETIRED
#622-140-02 CREATED #787-001 THROUGH #787-006-00

28-51-787-004-02
MELI ANGELO V

UNIT 9 OLD TOWN CONDOMINIUMS ACCORDING TO THE
MASTER DEED OF GRAND TRAVERSE COUNTY L:1446 P:955
CONDOMINIUM SUBDIVISION NO. 141, CITY OF TRAVERSE
CITY, GRAND TRAVERSE COUNTY MICHIGAN SPLIT RETIRED
#622-140-02 CREATED #787-001 THROUGH #787-006-00

28-51-787-003-01
ROHE FREDERICK P & TIMOTH

UNIT 6 OLD TOWN CONDOMINIUMS ACCORDING TO THE
MASTER DEED OF GRAND TRAVERSE COUNTY L:1446 P:955
CONDOMINIUM SUBDIVISION NO. 141, CITY OF TRAVERSE
CITY, GRAND TRAVERSE COUNTY MICHIGAN SPLIT RETIRED
#622-140-02 CREATED #787-001 THROUGH #787-006-00

28-51-787-004-01
DUGAN CANDACE C & SHEA

UNIT 8 OLD TOWN CONDOMINIUMS ACCORDING TO THE
MASTER DEED OF GRAND TRAVERSE COUNTY L:1446 P:955
CONDOMINIUM SUBDIVISION NO. 141, CITY OF TRAVERSE
CITY, GRAND TRAVERSE COUNTY MICHIGAN SPLIT RETIRED
#622-140-02 CREATED #787-001 THROUGH #787-006-00

28-51-787-004-03
DELO-MILLER ANGELA M

UNIT 10 OLD TOWN CONDOMINIUMS ACCORDING TO THE
MASTER DEED OF GRAND TRAVERSE COUNTY L:1446 P:955
CONDOMINIUM SUBDIVISION NO. 141, CITY OF TRAVERSE
CITY, GRAND TRAVERSE COUNTY MICHIGAN SPLIT RETIRED
#622-140-02 CREATED #787-001 THROUGH #787-006-00

28-51-787-005-01
GARTHE MARY A TRUST

28-51-787-005-02
ANDREWS TRACY J

UNIT 11 OLD TOWN CONDOMINIUMS ACCORDING TO THE
MASTER DEED OF GRAND TRAVERSE COUNTY L:1446 P:955
CONDOMINIUM SUBDIVISION NO. 141, CITY OF TRAVERSE
CITY, GRAND TRAVERSE COUNTY MICHIGAN SPLIT RETIRED
#622-140-02 CREATED #787-001 THROUGH #787-006-00

UNIT 12 OLD TOWN CONDOMINIUMS ACCORDING TO THE
MASTER DEED OF GRAND TRAVERSE COUNTY L:1446 P:955
CONDOMINIUM SUBDIVISION NO. 141, CITY OF TRAVERSE
CITY, GRAND TRAVERSE COUNTY MICHIGAN SPLIT RETIRED
#622-140-02 CREATED #787-001 THROUGH #787-006-00

28-51-787-005-03
LININGER JOHN M

28-51-787-005-04
BOHN GREGORY R & CHRISTI

UNIT 13 OLD TOWN CONDOMINIUMS ACCORDING TO THE
MASTER DEED OF GRAND TRAVERSE COUNTY L:1446 P:955
CONDOMINIUM SUBDIVISION NO. 141, CITY OF TRAVERSE
CITY, GRAND TRAVERSE COUNTY MICHIGAN SPLIT RETIRED
#622-140-02 CREATED #787-001 THROUGH #787-006-00

UNIT 14 OLD TOWN CONDOMINIUMS ACCORDING TO THE
MASTER DEED OF GRAND TRAVERSE COUNTY L:1446 P:955
CONDOMINIUM SUBDIVISION NO. 141, CITY OF TRAVERSE
CITY, GRAND TRAVERSE COUNTY MICHIGAN SPLIT RETIRED
#622-140-02 CREATED #787-001 THROUGH #787-006-00

28-51-787-006-01
WELLS FARGO BANK, NA

28-51-787-006-02
CHRISTENSON DIANE M

UNIT 15 OLD TOWN CONDOMINIUMS ACCORDING TO THE
MASTER DEED OF GRAND TRAVERSE COUNTY L:1446 P:955
CONDOMINIUM SUBDIVISION NO. 141, CITY OF TRAVERSE
CITY, GRAND TRAVERSE COUNTY MICHIGAN SPLIT RETIRED
#622-140-02 CREATED #787-001 THROUGH #787-006-00

UNIT 16 OLD TOWN CONDOMINIUMS ACCORDING TO THE
MASTER DEED OF GRAND TRAVERSE COUNTY L:1446 P:955
CONDOMINIUM SUBDIVISION NO. 141, CITY OF TRAVERSE
CITY, GRAND TRAVERSE COUNTY MICHIGAN SPLIT RETIRED
#622-140-02 CREATED #787-001 THROUGH #787-006-00

28-51-787-006-03
TRENTHAM STRUBLE JUDY

28-51-787-006-04
GROSMARK CAROL

UNIT 17 OLD TOWN CONDOMINIUMS ACCORDING TO THE
MASTER DEED OF GRAND TRAVERSE COUNTY L:1446 P:955
CONDOMINIUM SUBDIVISION NO. 141, CITY OF TRAVERSE
CITY, GRAND TRAVERSE COUNTY MICHIGAN SPLIT RETIRED
#622-140-02 CREATED #787-001 THROUGH #787-006-00

UNIT 18 OLD TOWN CONDOMINIUMS ACCORDING TO THE
MASTER DEED OF GRAND TRAVERSE COUNTY L:1446 P:955
CONDOMINIUM SUBDIVISION NO. 141, CITY OF TRAVERSE
CITY, GRAND TRAVERSE COUNTY MICHIGAN SPLIT RETIRED
#622-140-02 CREATED #787-001 THROUGH #787-006-00

28-51-670-064-00

MICHIGAN DEPT OF TRANSPORTATION

LOTS 1 THRU 9 INCL BLK 7 HANNAH LAY & CO'S 14TH ADD EXC
COM AT NW COR LOT 1 BLK 7 TH E 203 FT TH S 14 DEG 05'
33" W 247.45 FT TH W 20 FT TH S 16 DEG 45' 14" W 208.87 FT TH W
50 FT TH N 0 DEG 03' 35" E 440 FT TO POB ALSO PARTS
OF LOTS 1, 2, & 42 THRU 49 BLOCK 4 HANNAH LAY & CO'S 14TH
ADDITION LYING E OF A LINE DES AS BEG AT THE NE
CORNER OF LOT 15, BLK 5 HANNAH, LAY & CO'S 14TH ADD; TH
N00.0754W TO THE CENTER OF VACATED GRIFFIN ST; TH
S89.2541E ALG THE CENTERLINE OF VACATED GRIFFIN ST 42.00
FT; TH N45.0511E 188.66 FT TO A PT ON THE E LINE OF LO
47, BLK 4, A DIS OF 63.5 FT S OF THE NE CORNER OF SAID LOT 47;
TH N26.4757E 113.40 FT TO A PT 5 FT N OF THE SW
CORNER OF LOT 1, SAID BLK 4; TH N09.2815E 162.00 FT TO THE NE
CORNER OF SAID LOT 1; TH N00.3705E 33 FT; TH
S89.1342E 32.32 FT TO THE CENTERLINE OF VACATED LAKE AVE.

EXHIBIT C
The Plan

**Brownfield Plan Amendment
For City of Traverse City and
Boardman West LLC
Grand Traverse County, Michigan**

**BOARDMAN LAKE AVENUE
PATHWAY TRAIL SYSTEM**

Exhibit C for
Dev/Reimb Agrmt

**Approved by Grand Traverse County
Brownfield Redevelopment Authority: September 29, 2010**

Concurrence by City of Traverse City Council: November 1, 2010

Public Hearing: October 27, 2010

**Approved by Grand Traverse County
Board of Commissioners: October 27, 2010**

INTRODUCTION

This Brownfield Plan (PLAN) is amendment #02 to the CSXT/Boardman Lake Brownfield Plan that was approved by the Grand Traverse County Brownfield Redevelopment Authority on March 15, 2000 approved by the County Board of Commissioners on March 15, 2000; Amended by the Grand Traverse County Brownfield Redevelopment Authority on April 24, 2001 and approved by the Grand Traverse County Board of Commissioners on April 25, 2001. This second Amendment will add additional parcels to the PLAN to recognize the master plan redevelopment of this area, including the development of Boardman Lake Avenue and the completion of Boardman Lake Trail. Only with the opportunity for this amended PLAN will the completion of the vision for this area be completed.

The City of Traverse City will be the owner of easements and the provider of West Boardman Lake Avenue that will benefit the eligible property. Therefore, for the purposes of this Amended Brownfield Plan #02 and for clarification throughout this document, Boardman West, LLC will be commonly referred to as "developer 1" and the City of Traverse City will be commonly referred to as "Developer II". The project will redevelop contaminated property into a residential redevelopment and will increase the marketability of housing within the City limits and increase the tax base within the City as well as the County of Grand Traverse. In addition, this project will serve to redevelop contaminated property into recreational land (along the Boardman Lake) and provide historically much needed access via the proposed West Boardman Lake Avenue to downtown Traverse City.

1.0 Public Purpose (MCL 125.2664(1)):

West Boardman Lake Avenue is one of the top priority transportation project and a critical need for the City of Traverse City. This project will directly benefit not only Lake Ridge, a residential development on the West Bank of Boardman Lake, but also provide an improved access to downtown Traverse City, drawing traffic out of a residential neighborhood and bringing a more walkable community for the City. This project has been discussed with the City Planning, City Commission and at community wide meetings, and has been included in the City Master Plan since 1994.

West Boardman Lake Avenue is being developed in conjunction with Boardman West LLC, the developer of Lake Ridge. Lake Ridge is on the west bank of Boardman Lake and is proposed project of 174 condominiums; bringing housing needs for the City of Traverse City. Boardman Lake Avenue

will be a route that will divert traffic from the neighborhoods, which is the only north/south route into downtown west of Boardman Lake.

Another significant benefit for this public project are the provision of easements to connect the Boardman Lake Trail, a non-motorized pedestrian pathway/trail around the entire Boardman Lake. Without the financial incentives afforded by this Plan, the project will be delayed indefinitely, while the City attempts to identify revenues necessary to close the construction cost gap for the public infrastructure. The “public purposes” that this Plan presents to the City and County of Grand Traverse include:

- Traffic Diversion: Currently, the route into the downtown area is on Cass and Union streets, both streets are in the middle of neighborhoods; this route will divert approximately 18,000 cars per day from these residential neighborhoods.
- City Master Plan. Approved in 1994, identifying north/south arterial as a top need to encourage and promote the downtown area.
- Public Access to Lake: With obtaining easements a multi-use pathway will encircle the entire Boardman Lake, which will be easily accessible for the public.

2.0 BASIS OF ELIGIBILITY

The subject property meets the definition of a “facility” as defined in Part 201, Environmental Remediation, of the Natural Resources and Environmental Protection Act, Act 451, P.A. 1994, as amended and further. A Baseline Environmental Assessment was completed on August 25, 2000 which identified the presence of contamination on the subject property above General Residential Cleanup Criteria of Part 201. The eligible property is an irregular-shaped parcel of land bounded by vacant land to the north, Boardman Lake to the east, additional vacant land to the south, and a light industrial building to the west. The subject property also includes the railroad ROW corridor currently owned by the Michigan Department of Transportation (MDOT) that runs in a north-south direction along Boardman Lake.

The MDOT ROW (Tax ID# 51-011-001-00) is a Part 201 facility where contamination from the Cone Drive-Texttron release site and railroad engine maintenance operations has migrated or been released at levels exceeding General Residential Cleanup Criteria of Part 201. This property is included in the PLAN, and is “eligible property”. The West Boardman Lake Trail would create important non-motorized links to parcels such as the Traverse Area District Library, Northwestern Michigan College

University Center, densely populated neighborhoods in both Traverse City and Garfield Township, Grand Traverse Bay YMCA, the nature Education Reserve and commerce areas along 14th Street and south Airport road. The connection to a regional non-motorized trail system would link the subject eligible property with destinations as distant as Suttons Bay or Acme, or the recreational trails system (Vasa Pathway) on State Forest lands within ten miles of the eligible property would most certainly increase the value of residential and commercial properties in the Brownfield Plan.

As provided by Act 381, the inclusion of either MDOT ROW property described above is necessary to support the advancement of the Boardman Lake Trail southward from the CSTX/Boardman Banks Brownfield site to South Airport road. Provisions of Section 13 of Act 381 [see 13(3) and 13(15)] allow the Michigan Economic Growth Authority to approve the use of State school taxes captured from Brownfield Plan to be utilized for infrastructure improvements that do not occur on eligible property, so long as the improvements "directly benefit" the eligible property. The completion of this portion of the non-motorized public trail system most certainly and most directly benefit the eligible property in the PLAN by providing and completing the connectivity that these properties and the entire community have, so very long, sought to accomplish. It will serve both a recreation function and as an important north-south non-motorized transportation corridor function in addition to increasing property values near the trail corridor. The trail link also provides valuable access to Boardman Lake that is currently difficult for the public to enjoy.

The eligible property is currently owned by Boardman West, LLC. The adjoining railroad ROW property to the west has been owned by the MDOT since 1982. MDOT has leased the land to a railroad tenant since that time.

3.0 REQUIRED ELEMENTS OF A BROWNFIELD PLAN

3.1.1 Description of Plan Costs to be paid with Tax Increment Revenues

Tax Increment Revenues (TIF) derived from capture of state and local tax levies from the eligible property under this Brownfield Plan will be utilized to pay the costs of eligible activities. The eligible activities that will be required to redevelop the eligible property within the City include:

Michigan Department of Environmental Quality (MDEQ) Activities:

The eligible activities will 1) identify existing contamination and whether additional structural foundations are required to support the avenue, retaining wall, or any buildings that may be construction, 2) provide the necessary barriers to prevent exposures, exacerbation or third-party impacts, and 3) enhance the redevelopment effort. Eligible activities include but are not limited to the following list:

Baseline Environmental Assessment (BEA) Activities. In accordance with MDNRE requirements, a BEA will be undertaken by a qualified environmental consultant. The approved consultant, to be determined at a later time, when project moves forward, will identify all required activities to achieve cleanup, removal, containment or other activities necessary to protect the environment and public health and safety. The Environmental Consultant also will supply all data to MDNRE as necessary. Upon analysis of BEA data, a detailed, site-specific cleanup, removal, containment plan will be submitted to the Grand Traverse County BRA and the MDNRE in order to determine the feasibility of implementing the work plan. Eligible activities may include, but are not limited to the following list:

1. Phases I & II Environmental Site Assessments (ESAs)
2. Sampling and analysis
3. Data interpretation and reporting
4. Disclosure or determination of BEA
5. Petitioning for MDNRE determinations

Due Care (7a) Obligation Compliance Activities. The Environmental Consultant will have primary responsibility for assisting with Due Care Activities, including but not limited to the preparation of the Section 7a compliance Analysis (Due Care Plan).

The Due Care Obligation Compliance Activities will 1) identify and evaluate existing contamination, 2) prepare a work plan for cleanup and other eligible activities, and 3) include an evaluation of the feasibility of other tasks, as applicable, to estimate Tax Incremental Revenues. Eligible Activities may include, but are not limited to the following list:

1. Investigation (sampling, analysis, interpretation, reporting) to define contamination.
2. Risk Assessment of intended use with regards to contamination on site to identify 7a issues.
3. Development of a plan for response activities to meet 7a obligations.
4. Contaminant removal to prevent exposures, or exacerbation.
5. Alternate water supplies to prevent exposures or exacerbation.
6. Barriers to prevent exposures, exacerbation, or third party impacts.
7. Petitioning for MDNRE determinations

8. Land Use Plan/Alternatives Analysis including assessment of land uses in the vicinity and analysis of potential impacts and benefits from reuse and conversion, including traffic circulation on site and in the vicinity.
9. Inventory and Evaluation of the condition of facilities, structures, and infrastructures.

Additional Response Activities: Other activities may be undertaken by both Developer's to maximize the effect of BEA and Due Care activities and leverage this private sector redevelopment effort. Eligible Activities may include, but are not limited to, the following list:

1. Evaluation.
2. Soil Excavation, transportation and disposal of contaminated soil (if encountered)
3. Work Plans, reports, bid specifications, and environmental construction management.
4. Other actions necessary to protect the public health, safety, welfare, or environment or the natural resources.

Michigan Economic Growth Authority (MEGA) Eligible Activities. These activities are those listed under the Brownfield Redevelopment Financing Act, Act 381 of 1996 as amended.

1. Site preparation is all work necessary to prepare the site for building construction and site use, including, but not limited to, site planning costs, site construction plans, project management, excavation, grading, landscaping, and parking.
2. Property Purchase The Grand Traverse County Land Bank Authority will be purchasing MDOT Rail Right-of-Way for the construction of Boardman Lake Avenue. Grand Traverse County Land Bank Authority Due will purchase said ROW and be reimbursed through tax capture.
3. Lead and asbestos abatement.
4. Infrastructure Improvements.

Construction of Boardman Lake Avenue. Boardman Lake Avenue will be a much-needed north/south route to downtown Traverse City. Purchasing of easements from the Railroad right-of-way from the Michigan Department of Transportation will be required for the construction of this Avenue and is part of the overall costs associated with the construction.

Building of non-motorized pathway connecting the pathway to the north and east sides of Boardman Lake, making a complete trail loop that will roughly measure a 5 mile loop trail all the way around the lake. Construction includes the purchase of appropriate easements to allow the pathway to occur. Waterfront easements are currently owned by the City of Traverse City

across the condominiums that will allow for a continuous pedestrian pathway through the development that will link with the Boardman Lake Trail currently. It is the desire of the City of Traverse City to continue with the vision to complete this loop and connections to adjoining neighborhoods, which will be a 5 mile pedestrian pathway in the heart of the City limits. Connection of this trail system will be with the TART Trails Inc. network, which ultimately will take trail users to State Land. The trail will also serve to preserve valuable green space, provide access to Boardman Lake, promote healthy living and connect neighborhoods to commerce, civic sites natural areas and to the regional trail networks

Exhibit A identifies the location of the proposed Boardman Lake Avenue and the completion of the pedestrian pathway trail.

Table 1 provides the estimated costs of the eligible activities under this Amended Plan # 1 (Plan costs approved in 2001) and the additional activities being requested under the Plan Amendment.

Local and State School Tax levies are proposed to be captured under this Plan amendment to fund or to supplement the funding of the proposed eligible activities. Because State School tax levies are proposed to be captured for individual projects within the eligible property, the eligible activities associated with such individual projects will be described in one or more Act 381 Work Plans that will be submitted to the State for review and approval.

3.1.3 Estimate of Captured Taxable Value and Tax Increment Revenues for Each Year from each Eligible property and in the aggregate

Table #2 provides an estimate of the captured taxable value and tax increment revenues (TIR) for each year of this Plan from the eligible property and includes the aggregate captured TIF. The initial taxable value for this Plan will remain at the original brownfield adoption date of March 15, 2000.

3.1.4 Method of Financing Plan Costs and maximum amount of Bonded Indebtedness to be Incurred

Future redevelopment costs, including eligible activities, will be primarily financed by the developer(s), as well as by use of funding obtained from any of the following sources by the GTCBRA:

- State of Michigan Revitalization Revolving Loans.
- State of Michigan Brownfield Redevelopment Grants.
- Tax Increment Revenues, including capture of incremental taxes levied for school operating and non-school operating expenses.
- U.S.EPA Brownfield Assessment and/or Cleanup Grants.
- U.S.EPA Brownfield Cleanup Revolving Loan Fund.
- Waterfront Redevelopment Grant
- The Local Site Remediation Revolving Fund.
- Other revenues obtained by the Authority, or City.

The GTCBRA may use proceeds from any of the listed sources, at its discretion and in compliance with applicable laws, to pay for eligible activities on the eligible property, to reimburse the developer(s) for the financing of eligible activities including the financing cost, to repay State revolving loan(s), to reimburse its administrative expenses, or reimburse the Local Site Remediation Revolving Fund.

A portion of the redevelopment project included some acquisition of land. The acquisition costs have been paid for through the Clean Michigan Initiative Waterfront Redevelopment Grant that was awarded to the City of Traverse City in the amount of \$487,000 on April 13, 2000. Waterfront Grants are provided to reclaim and revitalize waterfront property throughout the state to maximize economic and public value. This grant provided funding to address the city's highest priorities: planning and design; environmental response activities; property acquisition; and public infrastructure improvements at the CSXT/Boardman Lake property.

3.1.5 Duration of Brownfield Plan

The duration of the Plan will remain in effect for as many years as is required and eligible to fully reimburse the Developer and/or public partner for eligible activities. Expiration of the Brownfield Plan based on 30 years from the original approval in 2000, therefore 2030.

3.1.6 Estimate of the Impact of Tax Increment Financing on the Revenues of all Taxing Jurisdictions

Table 2 identifies annual and total tax revenues projected for capture from the increase in real and personal property tax valuations from each respective taxing jurisdiction. Table 2 also identifies

individual levies within each taxing jurisdiction. At the end of this Plan, all taxing jurisdictions will benefit from the enhanced tax base.

3.1.7 Legal Description of Eligible Property with Map

The eligible property is defined in the legal description along with Map is attached as Exhibit A.

3.1.8 Estimate of the number of Persons Residing on Eligible Property and the Number of Families and Individuals to be Displaced, If any

Not applicable.

3.1.9 Relocation of Persons Displaced by the PLAN Implementation

This section of the Plan is not applicable since there will be no displacement of persons or families during Plan implementation. Therefore, there will be no costs associated with relocation of persons or families.

3.1.10 Compliance with Michigan Relocation Assistance Act

This PLAN element is not applicable since displacement of persons or families will not result from implementation of the PLAN.

3.1.11 Proposed Use of the Local Site Remediation Revolving Fund

The Local Site Remediation Revolving Fund (LSRRF) will be used for the purposes authorized under Act 381, with five (5) years of capture deposited into the fund after eligible activities are paid.

3.1.12a Other Information Considered Pertinent by the Authority

This Plan shall be utilized to achieve the goals and objectives of the County of Grand Traverse and the City of Traverse City. The concept of the State Core Communities initiative was to revitalize downtown's and reduces urban sprawl. In addition, Grand Traverse County residents participated in a regional Grand Vision. Through this Grand Vision process, a Harris Interactive poll was conducted, with 90% of area residents responding that improved biking and walking opportunities were important for the successful growth of the region.

Traverse City has historic residential neighborhoods near the downtown area along the current "corridor/route" into the downtown area. Studies have proven that highly traveled areas are less attractive for residential living. By diverting traffic away from the residential neighborhoods, Traverse City has identified the need (since 1994) of relieving the pressure of traffic on neighborhoods and in turn trying to keep these residential neighborhoods quite and attractive for living in the downtown district.

Maintaining a healthy and vital downtown district is accomplished by accommodating the people as well as cars. This project will accommodate the historical residential neighborhoods in the hopes of keeping these residences downtown instead of building on a Greenfield and/or purchasing houses outside of the urban core to get away from the endless traffic within their neighborhoods. The Boardman Lake Avenue will save these neighborhoods and encourage both citizens outside the downtown district to travel into the City and also keep our residences peaceful without the projected 18,000 cars going through their neighborhood.

ATTACHMENT A



Boardman Lake Brownfield Redevelopment Area

Grand Traverse County, Planning & Development

0 0.025 0.05 0.1 0.15 0.2 Miles



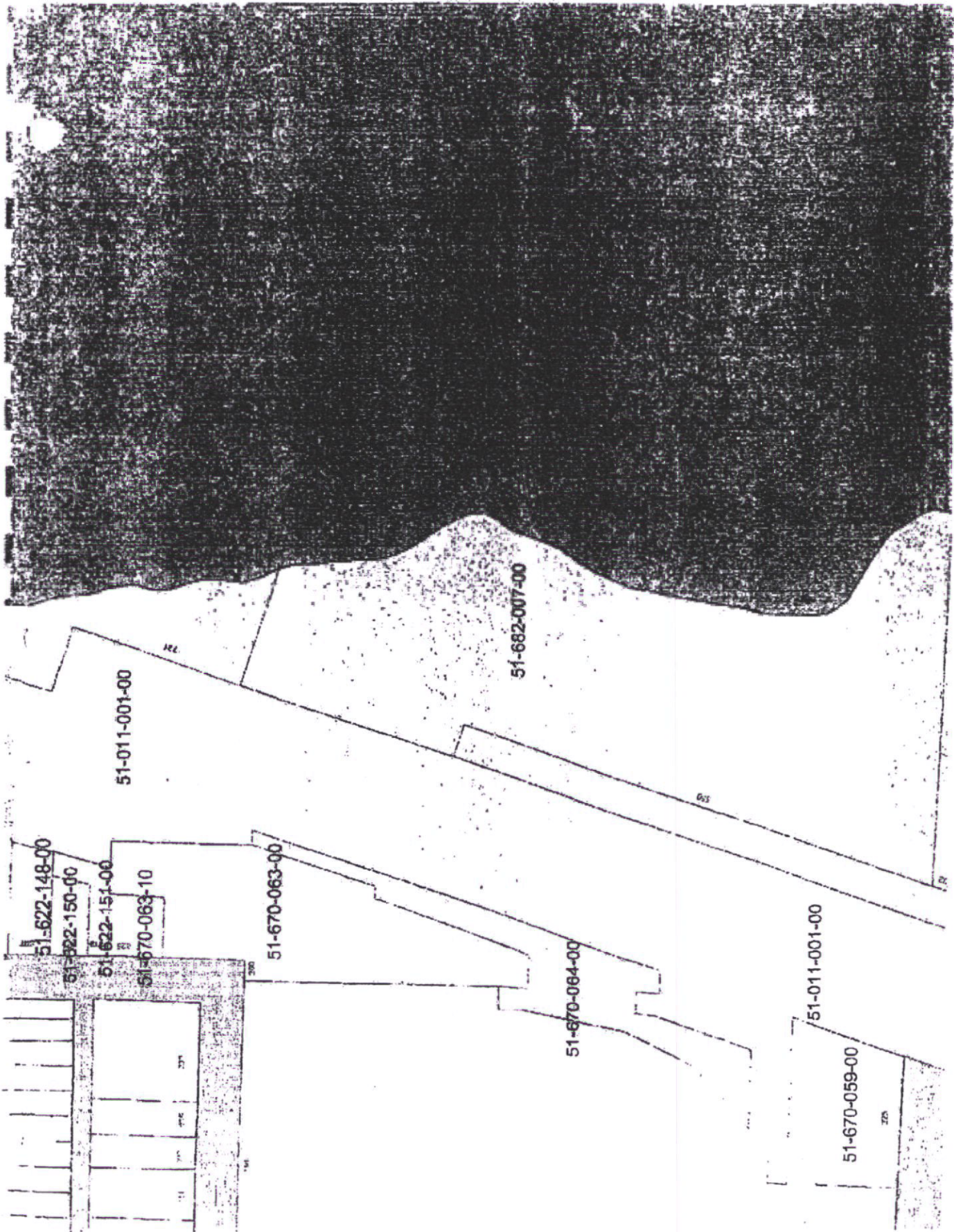
Parcel Number Owner of Record Class Occupancy	Zoning	Total Acres Building SQ FT	Property Address Legal	2001 Assessed	2001 Taxable
28-51-682-004-10 RIVERINE APARTMENTS LLC 505 RIVERINE DR TRAVERSE CITY 201	MI R-29	49684 4.700	505 RIVERINE DR THT PRT OF LOT 3 H L & CO'S 16TH ADD DES AS COM AT NW COR OF LOT 3 TH E 165 FT TH S 65 FT TO POB TH E 55 FT TH N 40 FT TH E 109.48 FT TO BDMAN RIVER TH S 11 DEG 47' 37" E 74.71 FT TH S 33 DEG 35' DEG 47' 37" E 74.71 FT TH S 33.DEG 35' 50" E 82.35 FT TH S 50 DEG 7' 48" E 167.11 FT TH S 62 DEG 26' 6" E 245.11 FT TH S 61 DE G 11' 30" E 85.34 FT TH SW'LY 231.34.FT (LONG CHORD = S 54 DEG 1 4' 4" W 231.03 FT) TH S 57 DEG 59' 26" W 123.87 FT TH S 66 DEG 51' 4 2" W 183.26 FT TH N 23 DEG 21' 28" W 603.27 FT TH E 52.85 FT TH N 8 5 FT TO POB SUBJECT TO EASEMENTS & RESTRICTIONS OF RECO RD		
Multiple Residence		0 74,755		2,329,730	1,445,076
28-51-682-005-00 GIBBARD EDWARD D & MITZI L 4612 PAPER BIRCH LANE TRAVERSE CITY 201	MI R-29	49686 .288	314 E EIGHTH ST THT PRT OF LOT 3 DES AS COM ON S LINE 8TH ST 65 FT E OF NE'LY LINE OF P M R/W TH E 100 FT TH S 150 FT TH TO PM R/W TH NE'LY / LONG R/W TO PT S OF POB TH N TO POB H L & CO'S 16TH ADD		
Store, Retail		0 3,650		120,330	114,088
28-51-682-006-00 CITY OF TC BRDMAN LK ARTER CITY CLERK 400 BOARDMAN AVE TRAVERSE CITY 090	MI R-29	49684 3.680	721 LAKE AVE (REAR) LOT 4 H & L CO'S 16TH ADD		
Apartment		0			
28-51-682-007-00 BOARDMAN BANKS INC PO BOX 1148 TRAVERSE CITY 210	MI R-9	49685 9.000	550 E SIXTEENTH ST LOTS 5 & 6 & ALL OF VACATED RACE ST EXC FLOWAGE & RIPARL RIGHTS HANNAH LAY & CO'S 16TH ADD		
Apartment		0		117,610	117,610

Parcel Number Owner of Record Class Occupancy	Zoning	Total Acres Building SQ FT	Property Address Legal	2001 Assessed	2001 Taxable
28-51-682-009-00 OVERHOLT BARBARA J 7316 EAST SHORE DR TRAVERSE CITY	MI	49686	408 E SIXTEENTH ST THT PRT OF LOT 7 H & L CO'S 16TH ADD DESC AS COM AT NW COR TH S'LY ALG W LOT LINE 250 FT TO POB TH E 200 FT TH S'LY PAR'L WITH W LOT LINE 165 FT TH W 200 FT TO W LOT LINE TH N'LY ALG W LOT LINE 165 FT TO POB		
210	C-2	.760 0			
Apartment				43,040	6,471
28-51-682-010-00 BOARDMAN WEST LLC 300 OTTAWA SUITE 400 GRAND RAPIDS	MI	49503	302 E SIXTEENTH ST THT PRT OF LOT 7 HANNAH LAY & CO'S 16TH ADD DES AS COM AT W COR TH S ALG W LOT LINE 124 FT TH S 89 DEG 26' 50" E 199.46 F T TH N PAR'L WITH W LOT LINE 126 FT TO N LOT LINE TH W 200 FT O POB		
301	C-2	.570 0			
Warehouse, Storage		9,025		66,130	66,130
51-682-011-00 OVERHOLT BARBARA J 7316 EAST SHORE DR TRAVERSE CITY	MI	49686	404 E SIXTEENTH ST THT PRT OF LOT 7 H & L CO'S 16TH ADD DES AS COM AT NW COR H S ALG W LOT LINE 124 FT TO POB TH S 89 DEG 26' 50" E 199.46 FT TH S PAR'L WITH W LOT LINE 124 FT TH W 200 FT TO W LOT LINE TH N ALG W LOT LINE 126 FT TO POB		
301	R-9	.570 0			
Warehouse, Storage		2,400		34,650	11,630
28-51-682-012-00 OVERHOLT BARBARA J 7316 EAST SHORE DR TRAVERSE CITY	MI	49686	412 E SIXTEENTH ST N 50 FT OF LOT 7 LYING E OF P M SIDETRACK H L & CO'S 16TH		
210	R-29	.390 0			
Apartment				22,090	3,311

Parcel Number Owner of Record Class Occupancy	Zoning	Total Acres Building SQ FT	Property Address Legal	2001 Assessed	2001 Taxable
28-51-682-013-00 OVERHOLT BARBARA J 7316 EAST SHORE DR TRAVERSE CITY	MI	49686	408 E SIXTEENTH ST THAT PART OF LOT 7 H & L CO'S 16TH ADD LYING E OF C & O RR S UR TRACK EXC NORTH 50 FT THEREOF H & L CO'S 16TH ADD		
210	R-29	1.700 0			
Apartment				77,010	14,460
28-51-682-014-00 CITY OF TC E 15TH @BOARDM CITY CLERK 400 BOARDMAN AVE TRAVERSE CITY	MI	49684	321 E SIXTEENTH ST LOT 8 EXC THAT PART BOUNDED ON W BY E LINE OF PM ROW ON N BY S LINE 15TH ST ON E BY W LINE RACE ST ON S BY N LINE OF 6TH ST EXTENDED E H & L CO'S 16TH ADD		
090	R-29	.000 0			
Apartment					
28-51-682-015-00 BOARDMAN BANKS INC PO BOX 1148 TRAVERSE CITY	MI	49685	310 E FIFTEENTH ST THAT PART OF LOT 8 BOUNDED AS FOL: ON W BY E LINE OF PM ROW W ON N BY S LINE OF 15TH ST, & ON E BY W LINE OF RACE ST, EXT ENDED TO THE S TO INTERSECTION OF WLY LINE OF THIS PARCE L EXCEPT FLOWAGE RIGHTS H & L CO'S 16TH ADD		
210	R-29	.600 0			
Apartment				13,070	13,070
28-51-682-016-00 DORIOT ROBERT A & MICHAEL 9972 S WEST BAY SHORE DR TRAVERSE CITY	MI	49684	1527 CASS ST WATERFT LOTS 9 10 11 & 12 EXCEPT FLOWAGE RIGHTS H & L CO'S 16TH ADD		
210	R-9	4.900 0			
Apartment				44,820	42,737

Parcel Number Owner of Record Class Occupancy	Zoning	Total Acres Building SQ FT	Property Address Legal	2001 Assessed	2001 Taxable
28-51-787-005-01 @ R A DEVELOPMENT INC 1240 E EIGHTH ST TRAVERSE CITY	MI	49686	713 LAKE AVE A UNIT 11 OLD TOWN CONDOMINIUMS ACCORDING TO THE MASTER DEED OF GRAND TRAVERSE COUNTY L:1446 P:955 CONDOMINIUM SUBDIVISION NO. 141, CITY OF TRAVERSE CITY, GRAND TRAVERSE COUNTY MICHIGAN		
401	R-9	1.570			
		0			
Apartment				8,210	5,311
28-51-787-005-02 @ R A DEVELOPMENT INC 1240 E EIGHTH ST TRAVERSE CITY	MI	49686	713 LAKE AVE B UNIT 12 OLD TOWN CONDOMINIUMS ACCORDING TO THE MASTER DEED OF GRAND TRAVERSE COUNTY L:1446 P:955 CONDOMINIUM SUBDIVISION NO. 141, CITY OF TRAVERSE CITY, GRAND TRAVERSE COUNTY MICHIGAN		
401	R-9	1.570			
		0			
Apartment				8,210	5,311
28-51-787-005-03 @ R A DEVELOPMENT INC 1240 E EIGHTH ST TRAVERSE CITY	MI	49686	713 LAKE AVE C UNIT 13 OLD TOWN CONDOMINIUMS ACCORDING TO THE MASTER DEED OF GRAND TRAVERSE COUNTY L:1446 P:955 CONDOMINIUM SUBDIVISION NO. 141, CITY OF TRAVERSE CITY, GRAND TRAVERSE COUNTY MICHIGAN		
401	R-9	1.570			
		0			
Apartment				8,210	5,311
28-51-787-005-04 @ R A DEVELOPMENT INC 1240 E EIGHTH ST TRAVERSE CITY	MI	49686	713 LAKE AVE D UNIT 14 OLD TOWN CONDOMINIUMS ACCORDING TO THE MASTER DEED OF GRAND TRAVERSE COUNTY L:1446 P:955 CONDOMINIUM SUBDIVISION NO. 141, CITY OF TRAVERSE CITY, GRAND TRAVERSE COUNTY MICHIGAN		
401	R-9	1.570			
		0			
Apartment				8,210	5,311

Parcel Number Owner of Record Class Occupancy	Zoning	Total Acres Building SQ FT	Property Address Legal	2001 Assessed	2001 Taxable
28-51-787-006-01 @ R A DEVELOPMENT INC 1240 E EIGHTH ST TRAVERSE CITY	MI	49686	715 LAKE AVE A UNIT 15 OLD TOWN CONDOMINIUMS ACCORDING TO THE MASTER DEED OF GRAND TRAVERSE COUNTY L:1446 P:955 CONDOMINIUM SUBDIVISION NO. 141, CITY OF TRAVERSE CITY, GRAND TRAVERSE COUNTY MICHIGAN		
401	R-9	1.570			
		0			
Apartment				8,210	5,311
28-51-787-006-02 @ R A DEVELOPMENT INC 1240 E EIGHTH ST TRAVERSE CITY	MI	49686	715 LAKE AVE B UNIT 16 OLD TOWN CONDOMINIUMS ACCORDING TO THE MASTER DEED OF GRAND TRAVERSE COUNTY L:1446 P:955 CONDOMINIUM SUBDIVISION NO. 141, CITY OF TRAVERSE CITY, GRAND TRAVERSE COUNTY MICHIGAN		
401	R-9	1.570			
		0			
Apartment				8,210	5,311
28-51-787-006-03 @ R A DEVELOPMENT INC 1240 E EIGHTH ST TRAVERSE CITY	MI	49686	715 LAKE AVE C UNIT 17 OLD TOWN CONDOMINIUMS ACCORDING TO THE MASTER DEED OF GRAND TRAVERSE COUNTY L:1446 P:955 CONDOMINIUM SUBDIVISION NO. 141, CITY OF TRAVERSE CITY, GRAND TRAVERSE COUNTY MICHIGAN		
401	R-9	1.570			
		0			
Apartment				8,210	5,311
28-51-787-006-04 @ R A DEVELOPMENT INC 1240 E EIGHTH ST TRAVERSE CITY	MI	49686	715 LAKE AVE D UNIT 18 OLD TOWN CONDOMINIUMS ACCORDING TO THE MASTER DEED OF GRAND TRAVERSE COUNTY L:1446 P:955 CONDOMINIUM SUBDIVISION NO. 141, CITY OF TRAVERSE CITY, GRAND TRAVERSE COUNTY MICHIGAN		
401	R-9	1.570			
		0			
Apartment				8,210	5,311
Total				5,917,380	4,225,479



51-622-148-00

51-622-150-00

51-622-151-00

51-670-063-10

51-670-063-00

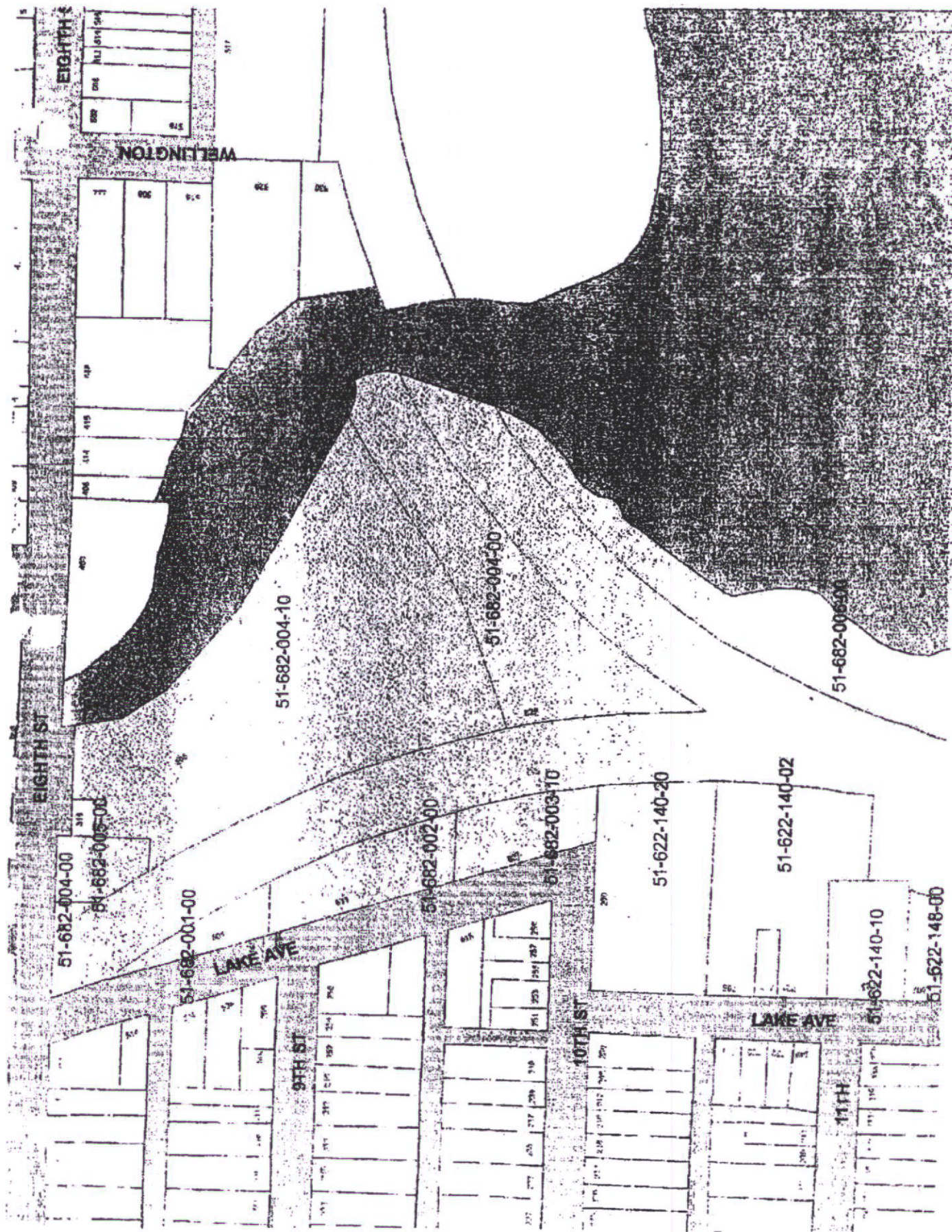
51-670-064-00

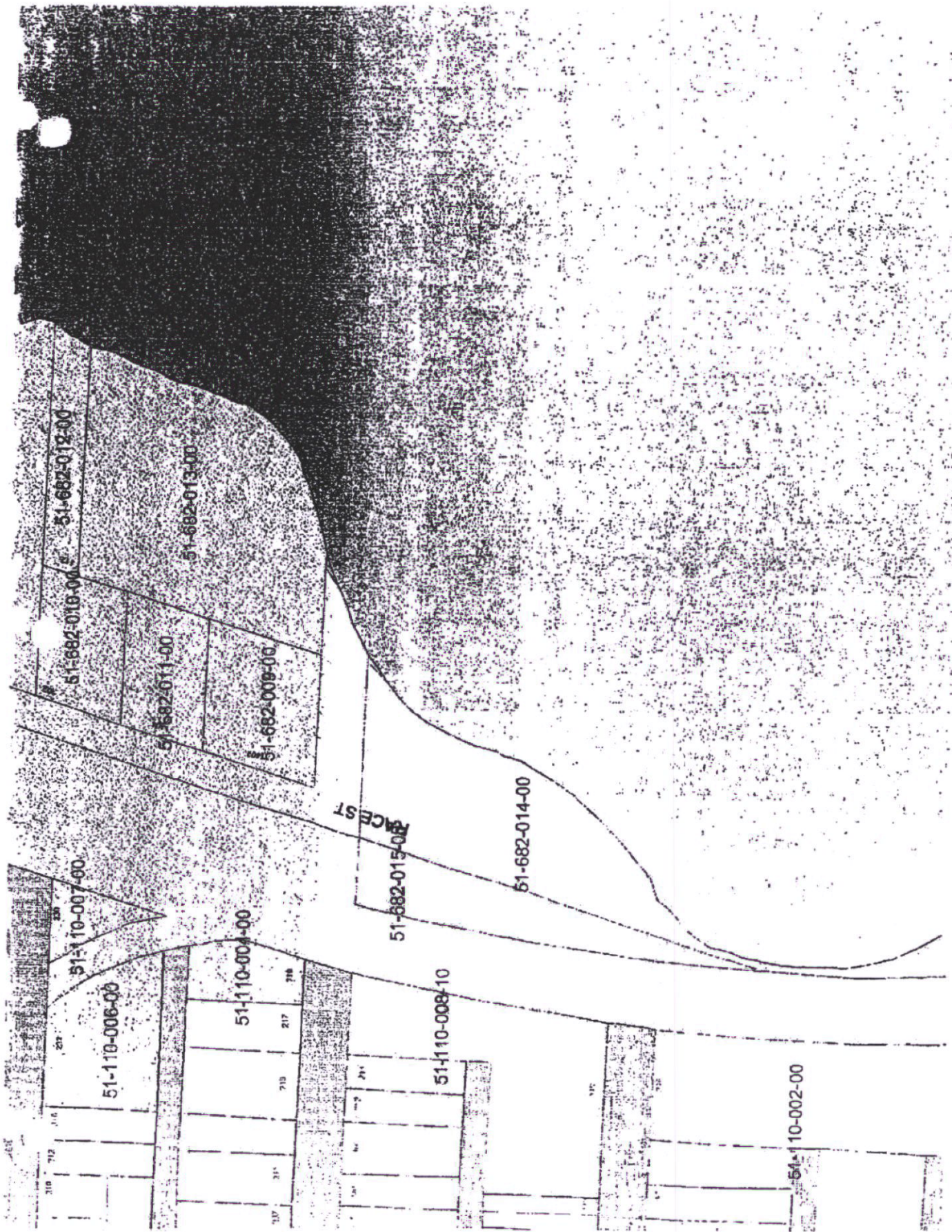
51-682-007-00

51-011-001-00

51-011-001-00

51-670-059-00





Parcel: 28-51-682-011-00

Owner's Name: OVERHOLT BARBARA J

Property Address: 404 E SIXTEENTH ST

Map #: 17

Property Class: 301
Prev. Class : 301

School District: 28010

Unit '51'

Neighborhood: 00009.9 INDUSTRIAL

Legal Description:

THT PRT OF LOT 7 H & L CO'S 16TH ADD DES
AS COM AT NW COR TH S ALG W LOT LINE 124
FT TO POB TH S 89 DEG 26' 50" E 199.46
FT TH S PAR'L WITH W LOT LINE 124FT TH W
200 FT TO W LOT LINE TH N ALG W LOT LINE
126 FT TO POB

Mailing Address:

7316 EAST SHORE DR
TRAVERSE CITY, MI 49686

Physical Property Characteristics

2001 S.E.V.: 34,650

Taxable: 11,630

Land Value: 55,866

2000 S.E.V.: 34,510

Taxable: 11,270

Acreage: 0.57

Zoning: R-9

Frontage: 0.0

Homestead: 0.000% Land Impr. Value:

Average Depth: 0.0

Improvement Data

of Residential Buildings: 0

of Ag. Buildings: 0

Year Built: 0

Est. TCV:

Occupancy: Single Family

Class: D

of Commercial Buildings: 1

Style: RANCH

Type: Warehouse, Storage

Exterior:

Desc:

% Good (Physical): 0

Class: S

Heating System: Forced Air w/o Ducts

Quality: Low Cost

Electric - Amps Service: 0

Built: 0 Remodeled: 0

of Bedrooms: 0

Overall Building Height: 0

of Bathrooms: 0.0

Floor Area: 2,400

Floor Area:

Sale Price/Floor Area: 0.00

Ground Area:

Est. TCV: 13,431

Garage Area:

Cmts:

Basement Area:

Basement Walls:

Est. TCV:



Parcel: 28-51-682-009-00

Owner's Name: OVERHOLT BARBARA J

Property Address: 408 E SIXTEENTH ST

Map #: 17

Property Class: 210
Prev. Class : 210

School District: 28010

Unit '51'

Neighborhood: 1020.1020 BOARDMAN LAKE WESTSIDE

Legal Description:

THY PRT OF LOT 7 H & L CO'S 16TH ADD
DESC AS COM AT NW COR TH S'LY ALG W LOT
LINE 250 FT TO POB TH E 200 FT TH S'LY
PAR'L WITH W LOT LINE 165 FT TH W 200 FT
TO W LOT LINE TH N'LY ALG W LOT LINE 165
FT TO POB

Mailing Address:

7316 EAST SHORE DR
TRAVERSE CITY, MI 49686

Physical Property Characteristics

2001 S.E.V.: 43,040

Taxable: 6,471

Land Value: 86,075

2000 S.E.V.: 43,040

Taxable: 6,271

Acreage: 0.76

Zoning: R-9

Frontage: 0.0

Homestead: 0.000%

Land Impr. Value:

Average Depth: 0.0

General Information for Parcel 28-51-682-009-00
Assessing Data Current As Of: 11:30 12/21/2000

Property Address

408 E SIXTEENTH ST
 TRAVERSE CITY, MI 49684

Owner Information

OVERHOLT BARBARA J
 7316 EAST SHORE DR
 TRAVERSE CITY, MI 49686

General Information For Tax Year 2000

Property Class:	210	Assessed Value:	\$43,040	Homestead %:	0.000%
School District:	28010	Taxable Value:	\$6,271	Homestead Filed:	//

Land Information

Acreage:	0.76	Frontage:	0.00 Ft	Depth:	0.00 Ft
Zoning Code:	R-9	Mortgage Code:		Renaissance Zone:	NO

Legal Information

THT PRT OF LOT 7 H & L CO'S 16TH ADD DESC AS COM AT NW COR TH S'LY ALG W LOT LINE 250 FT TO POB TH E 200 FT TH S'LY PAR'L WITH W LOT LINE 165 FT TH W 200 FT TO W LOT LINE TH N'LY ALG W LOT LINE 165 FT TO POB

Sales

Sale Date	Sale Price	Instrument	Grantor	Grantee	Terms Of Sale	Liber/Page
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Parcel: 28-51-682-011-00

Owner's Name: OVERHOLT BARBARA J

Property Address: 404 E SIXTEENTH ST

Map #: 17

Property Class: 301
Prev. Class : 301

School District: 28010
Neighborhood: 00009.9 INDUSTRIAL

Mailing Address:
7316 EAST SHORE DR
TRAVERSE CITY, MI 49686

Legal Description:

THT PRT OF LOT 7 H & L CO'S 16TH ADD DES
AS COM AT NW COR TH S ALG W LOT LINE 124
FT TO POB TH S 89 DEG 26' 50" E 199.46
FT TH S PAR'L WITH W LOT LINE 124FT TH W
200 FT TO W LOT LINE TH N ALG W LOT LINE
126 FT TO POB

Physical Property Characteristics

2001 S.E.V.: 34,650
2000 S.E.V.: 34,510
Zoning: R-9
Homestead: 0.000%

Taxable: 11,630
Taxable: 11,270

Land Impr. Value:

Land Value: 55,866
Acreage: 0.57
Frontage: 0.0
Average Depth: 0.0

Improvement Data

of Residential Buildings: 0
Year Built: 0
Occupancy: Single Family
Class: D
Style: RANCH
Exterior:
% Good (Physical): 0
Heating System: Forced Air w/o Ducts
Electric - Amps Service: 0
of Bedrooms: 0
of Bathrooms: 0.0
Floor Area:
Ground Area:
Garage Area:
Basement Area:
Basement Walls:
Est. TCV:

of Ag. Buildings: 0
Est. TCV:

of Commercial Buildings: 1
Type: Warehouse, Storage
Desc:
Class: S
Quality: Low Cost
Built: 0 Remodeled: 0
Overall Building Height: 0
Floor Area: 2,400
Sale Price/Floor Area: 0.00
Est. TCV: 13,431

Cmts:



General Information for Parcel 28-51-682-011-00
Assessing Data Current As Of: 11:30 12/21/2000

Property Address
404 E SIXTEENTH ST
TRAVERSE CITY, MI 49684

Owner Information
OVERHOLT BARBARA J
7316 EAST SHORE DR
TRAVERSE CITY, MI 49686

General Information For Tax Year 2000
Property Class: 301 **Assessed Value:** \$34,510 **Homestead %:** 0.000%
School District: 28010 **Taxable Value:** \$11,270 **Homestead Filed:** //

Land Information
Acreage: 0.57 **Frontage:** 0.00 Ft. **Depth:** 0.00 Ft.
Zoning Code: R-9 **Mortgage Code:** **Renaissance Zone:** NO

Legal Information
THT PRT OF LOT 7 H & L CO'S 16TH ADD DES AS COM AT NW COR TH S ALG W LOT LINE
124 FT TO POB TH S 89 DEG 26' 50" E 199.46 FT TH S PAR'L WITH W LOT LINE 124FT TH W
200 FT TO W LOT LINE TH N ALG W LOT LINE 126 FT TO POB

Sales
Sale Date Sale Price Instrument Grantor Grantee Terms Of Sale Liber/Page

Parcel: 28-51-682-012-00

Owner's Name: OVERHOLT BARBARA J

Property Address: 412 E SIXTEENTH ST

Map #: 17

Property Class: 210

School District: 28010

Unit '51'

Prev. Class : 210

Neighborhood: 1020.1020 BOARDMAN LAKE WESTSIDE

Legal Description:

N 50 FT OF LOT 7 LYING E OF P M

SIDETRACK H L & CO'S 16TH

Mailing Address:

7316 EAST SHORE DR

TRAVERSE CITY, MI 49686

Physical Property Characteristics

2001 S.E.V.: 22,090

Taxable: 3,311

Land Value: 44,170

2000 S.E.V.: 22,090

Taxable: 3,209

Acreage: 0.39

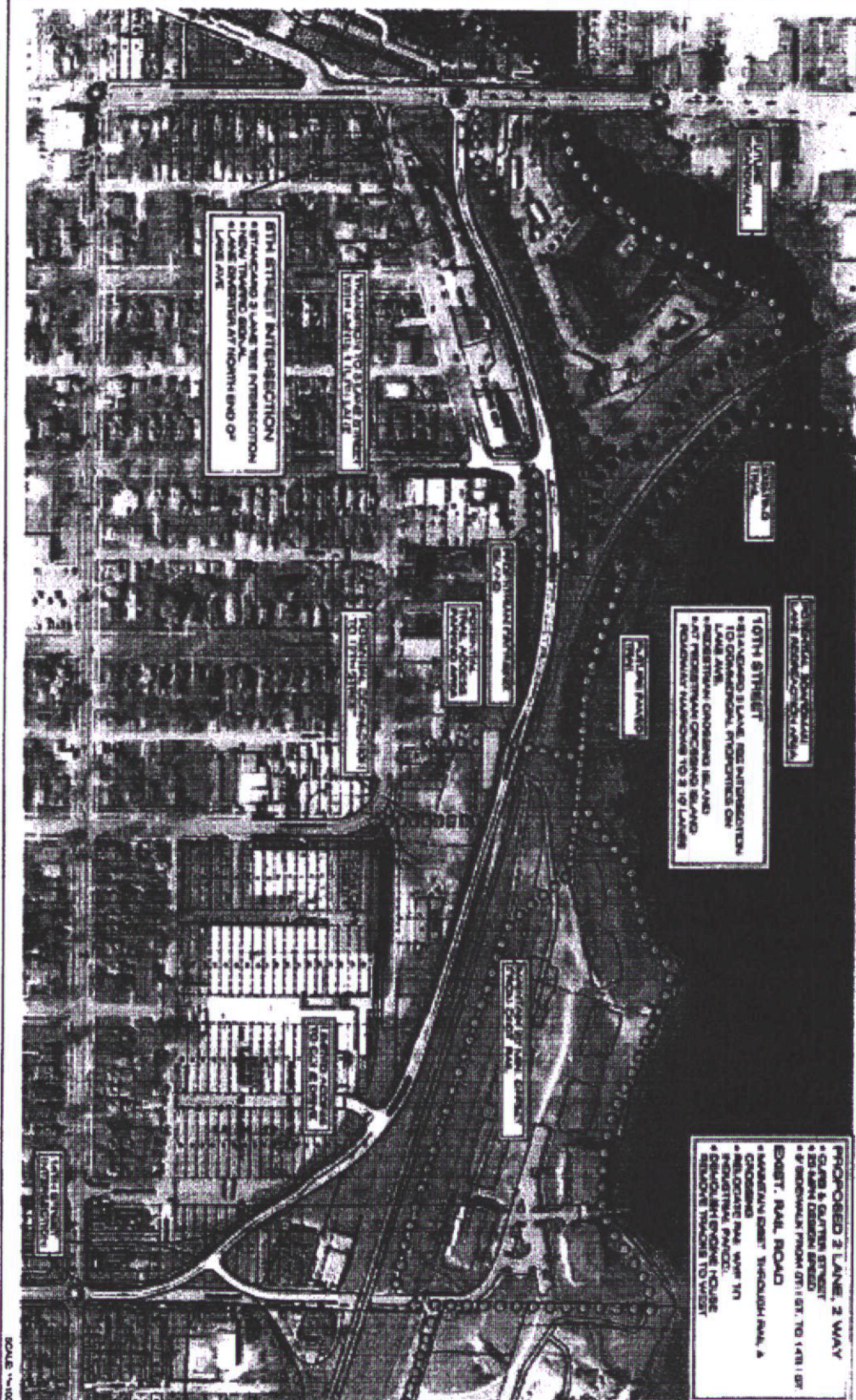
Zoning: R-9

Frontage: 0.0

Homestead: 0.000%

Land Impr. Value:

Average Depth: 0.0



୨୯୦ Gourdie-Fraser



TABLE 1a - MDNRE ELIGIBLE ACTIVITIES				
LOTS 5, 6, 7 AND PART OF LOT 8 "HANNA LAY & CO.'S SIXTEENTH ADDITION TO TRAVERSE CITY" AMENDED BROWNFIELD PLAN #01 TRAVERSE CITY, MICHIGAN				
DESCRIPTION OF ELIGIBLE ACTIVITIES				
I. MDEQ ELIGIBLE ACTIVITIES				
		ORIGINAL BROWNFIELD PLAN	BROWNFIELD PLAN ADDITION	BROWNFIELD PLAN AMENDMENT #01
A. Baseline Environmental Assessment				
Phase I ESA (1)		\$5,000.00	\$16,900	\$21,900
Phase II ESA (2)		\$40,000.00	\$88,000	\$129,000
Baseline Environmental Assessment (3)		\$5,000.00	\$17,300	\$22,300
BEA Subtotal		\$	\$123,200	\$173,200
B. Due Care (7s) Obligation Compliance Activities				
Phase II (to define contamination) (4)		\$50,000.00	\$130,000	\$180,000
Section 7aCA (5)		\$10,000.00	\$19,500	\$29,500
Work Plans, Reports and Specifications and Environmental Construction Management		\$60,000.00	\$80,000	\$289,500
Due Care Subtotal			\$220,500	\$220,500
C. Additional Response Activities				
Soil/Sediment Excavation (6)		\$	\$1,869	\$1,869
Soil/ Sediment Transportation		\$	\$17,355	\$17,355
Soil/Sediment Disposal		\$	\$80,075	\$80,075
Work Plans, Reports and Specifications and Environmental Construction Management		\$	\$80,000	\$80,000
BRA Plan and Approval by the GTCBRA Construction Manager		\$	3,500	\$3,500
BRA Administrative and Operating costs		\$	10,000	\$20,000
Additional Response Activities Subtotal		\$	\$172,799	\$182,799
MDNRE ELIGIBLE ACTIVITIES SUBTOTAL		\$120,000.00	\$525,499	\$845,499
Anticipated State Review Cost (2.5% of State Total)				
Eligible Activity Totals		\$120,000.00	\$525,499	\$645,499
Contingencies (15% of Total)		\$3,000.00	\$13,137	\$16,137
		\$18,000.00	\$78,825	\$96,825
GRAND TOTAL		\$141,000.00	\$617,461	\$758,461

TABLE 1- MEGA ELIGIBLE ACTIVITIES
LOTS 5, 6, 7, PART OF LOT 8 "HANNA LAY & CO.'S SIXTEENTH ADDITION TO TRAVERSE CITY"
BROWNFIELD PLAN

TRAVERSE CITY, GRAND TRAVERSE COUNTY, MICHIGAN

Eligible Activity Description	Plan Costs Approved in 2001	Amended Costs
II. MEGA Eligible Activities		
B. Demolition		
Environmental Construction Management	15,000	\$ 15,000.00
Demolition associated with the construction of W. Boardman Lake Avenue	78,000	\$ 170,000.00
<i>Demolition Subtotal</i>	<i>93,000</i>	<i>\$ 185,000.00</i>
C. Site Preparation		
Environmental Construction Management	20,000	\$ 20,000.00
Excavation and Backfill	27,000	\$ 200,000.00
Site Preparation and Land Balancing	76,500	\$ 150,000.00
Restoration	13,000	\$ 30,000.00
<i>Site Preparation Activities Subtotal</i>	<i>136,500</i>	<i>\$ 420,000.00</i>
D. Infrastructure Activities - Boardman Lake Avenue		
1. Design Services		
Environmental Construction Management	15,000	\$ 15,000.00
Construction Engineering Surveys and Testing	260,000	\$ 366,400.00
Design Engineering/Planning	214,000	\$ 266,400.00
<i>Consultant Services Activities Subtotal</i>		<i>\$ 647,800.00</i>
2. Road Preparation		
Boardman Lake Avenue Construction		\$ 1,403,050.00
Rail Relocations		\$ 2,440,000.00
Water, Sewer, Street Improvements Lake Ridge Drive		\$ 125,000.00
Property Acquisition		\$ 600,000.00
<i>Infrastructure Activities Subtotal</i>		<i>\$ 4,568,050.00</i>
Storm Water	145,000	0
Catch Basins	20,000	0
Adjust Utilities	13,000	0
Infrastructure Activities Boardman Lake Trail		
1. Consultant Services		
Environmental Construction Management		\$ 15,000.00
Construction Engineering Surveys and Testing		\$ 150,000.00
Design Engineering/Planning		\$ 206,000.00
<i>Consultant Services Activities Subtotal</i>		<i>\$ 365,000.00</i>
Trail Development 10th - 16th		\$ 350,000.00
Waterfront Improvement		\$ 150,000.00
Trail Development 16th - S. Airport Road		\$ 2,485,000.00
Rail Crossing		\$ 35,000.00
<i>Infrastructure Activities Subtotal</i>		<i>\$ 3,020,000.00</i>
Property Right of Way Acquisition		\$ 1,500,000.00
Two Lane Blvd	531,000	0
Bituminous Surfacing	115,000	0
Pavement Marking	5,000	0
Signaling	15,000	0
Traffic Diversion Island	5,000	0
Curb & Gutters	49,400	0
Traffic Maintenance	5,660	0
4. Rail Relocation		
Remove/Replace Tracks	465,920	0
Construction of a retaining wall	600,000	0
5. Pedestrian Access		
Pedestrian Crossing and Pathway	152,300	0
Sidewalks	51,000	0
<i>Infrastructure Activities Subtotal</i>	<i>2,662,250</i>	<i>\$ 10,100,850.00</i>
TOTAL PLAN SUBTOTAL		\$ 10,705,850.00
D. Agency Work Plan/Administrative Costs		
BRA Plan Development (Brownfield Plan and 381 Work Plan)	3,500	\$ 3,500.00
MEGA Work Plan Preparation	2,000	\$ 3,500.00
MEGA State Review costs	8,000	\$ 1,000.00
<i>Agency Work Plan/Administrative Costs</i>	<i>13,500</i>	<i>\$ 8,000.00</i>
	2,905,280	
<i>Contingencies (15% of Total)</i>	<i>434,067</i>	
GRAND TOTAL	3,339,347	\$ 10,713,850.00

TIF Table - Boardman Lake Avenue / Trail Pathway

PLAN YEAR	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	2052	2053	2054	2055	2056	2057	2058	2059	2060	2061	2062	2063	2064	2065	2066	2067	2068	2069	2070	2071	2072	2073	2074	2075	2076	2077	2078	2079	2080	2081	2082	2083	2084	2085	2086	2087	2088	2089	2090	2091	2092	2093	2094	2095	2096	2097	2098	2099	2100	2101	2102	2103	2104	2105	2106	2107	2108	2109	2110	2111	2112	2113	2114	2115	2116	2117	2118	2119	2120	2121	2122	2123	2124	2125	2126	2127	2128	2129	2130	2131	2132	2133	2134	2135	2136	2137	2138	2139	2140	2141	2142	2143	2144	2145	2146	2147	2148	2149	2150	2151	2152	2153	2154	2155	2156	2157	2158	2159	2160	2161	2162	2163	2164	2165	2166	2167	2168	2169	2170	2171	2172	2173	2174	2175	2176	2177	2178	2179	2180	2181	2182	2183	2184	2185	2186	2187	2188	2189	2190	2191	2192	2193	2194	2195	2196	2197	2198	2199	2200	2201	2202	2203	2204	2205	2206	2207	2208	2209	2210	2211	2212	2213	2214	2215	2216	2217	2218	2219	2220	2221	2222	2223	2224	2225	2226	2227	2228	2229	2230	2231	2232	2233	2234	2235	2236	2237	2238	2239	2240	2241	2242	2243	2244	2245	2246	2247	2248	2249	2250	2251	2252	2253	2254	2255	2256	2257	2258	2259	2260	2261	2262	2263	2264	2265	2266	2267	2268	2269	2270	2271	2272	2273	2274	2275	2276	2277	2278	2279	2280	2281	2282	2283	2284	2285	2286	2287	2288	2289	2290	2291	2292	2293	2294	2295	2296	2297	2298	2299	2300	2301	2302	2303	2304	2305	2306	2307	2308	2309	2310	2311	2312	2313	2314	2315	2316	2317	2318	2319	2320	2321	2322	2323	2324	2325	2326	2327	2328	2329	2330	2331	2332	2333	2334	2335	2336	2337	2338	2339	2340	2341	2342	2343	2344	2345	2346	2347	2348	2349	2350	2351	2352	2353	2354	2355	2356	2357	2358	2359	2360	2361	2362	2363	2364	2365	2366	2367	2368	2369	2370	2371	2372	2373	2374	2375	2376	2377	2378	2379	2380	2381	2382	2383	2384	2385	2386	2387	2388	2389	2390	2391	2392	2393	2394	2395	2396	2397	2398	2399	2400	2401	2402	2403	2404	2405	2406	2407	2408	2409	2410	2411	2412	2413	2414	2415	2416	2417	2418	2419	2420	2421	2422	2423	2424	2425	2426	2427	2428	2429	2430	2431	2432	2433	2434	2435	2436	2437	2438	2439	2440	2441	2442	2443	2444	2445	2446	2447	2448	2449	2450	2451	2452	2453	2454	2455	2456	2457	2458	2459	2460	2461	2462	2463	2464	2465	2466	2467	2468	2469	2470	2471	2472	2473	2474	2475	2476	2477	2478	2479	2480	2481	2482	2483	2484	2485	2486	2487	2488	2489	2490	2491	2492	2493	2494	2495	2496	2497	2498	2499	2500	2501	2502	2503	2504	2505	2506	2507	2508	2509	2510	2511	2512	2513	2514	2515	2516	2517	2518	2519	2520	2521	2522	2523	2524	2525	2526	2527	2528	2529	2530	2531	2532	2533	2534	2535	2536	2537	2538	2539	2540	2541	2542	2543	2544	2545	2546	2547	2548	2549	2550	2551	2552	2553	2554	2555	2556	2557	2558	2559	2560	2561	2562	2563	2564	2565	2566	2567	2568	2569	2570	2571	2572	2573	2574	2575	2576	2577	2578	2579	2580	2581	2582	2583	2584	2585	2586	2587	2588	2589	2590	2591	2592	2593	2594	2595	2596	2597	2598	2599	2600	2601	2602	2603	2604	2605	2606	2607	2608	2609	2610	2611	2612	2613	2614	2615	2616	2617	2618	2619	2620	2621	2622	2623	2624	2625	2626	2627	2628	2629	2630	2631	2632	2633	2634	2635	2636	2637	2638	2639	2640	2641	2642	2643	2644	2645	2646	2647	2648	2649	2650	2651	2652	2653	2654	2655	2656	2657	2658	2659	2660	2661	2662	2663	2664	2665	2666	2667	2668	2669	2670	2671	2672	2673	2674	2675	2676	2677	2678	2679	2680	2681	2682	2683	2684	2685	2686	2687	2688	2689	2690	2691	2692	2693	2694	2695	2696	2697	2698	2699	2700	2701	2702	2703	2704	2705	2706	2707	2708	2709	2710	2711	2712	2713	2714	2715	2716	2717	2718	2719	2720	2721	2722	2723	2724	2725	2726	2727	2728	2729	2730	2731	2732	2733	2734	2735	2736	2737	2738	2739	2740	2741	2742	2743	2744	2745	2746	2747	2748	2749	2750	2751	2752	2753	2754	2755	2756	2757	2758	2759	2760	2761	2762	2763	2764	2765	2766	2767	2768	2769	2770	2771	2772	2773	2774	2775	2776	2777	2778	2779	2780	2781	2782	2783	2784	2785	2786	2787	2788	2789	2790	2791	2792	2793	2794	2795	2796	2797	2798	2799	2800	2801	2802	2803	2804	2805	2806	2807	2808	2809	2810	2811	2812	2813	2814	2815	2816	2817	2818	2819	2820	2821	2822	2823	2824	2825	2826	2827	2828	2829	2830	2831	2832	2833	2834	2835	2836	2837	2838	2839	2840	2841	2842	2843	2844	2845	2846	2847	2848	2849	2850	2851	2852	2853	2854	2855	2856	2857	2858	2859	2860	2861	2862	2863	2864	2865	2866	2867	2868	2869	2870	2871	2872	2873	2874	2875	2876	2877	2878	2879	2880	2881	2882	2883	2884	2885	2886	2887	2888	2889	2890	2891	2892	2893	2894	2895	2896	2897	2898	2899	2900	2901	2902	2903	2904	2905	2906	2907	2908	2909	2910	2911	2912	2913	2914	2915	2916	2917	2918	2919	2920	2921	2922	2923	2924	2925	2926	2927	2928	2929	2930	2931	2932	2933	2934	2935	2936	2937	2938	2939	2940	2941	2942	2943	2944	2945	2946	2947	2948	2949	2950	2951	2952	2953	2954	2955	2956	2957	2958	2959	2960	2961	2962	2963	2964	2965	2966	2967	2968	2969	2970	2971	2972	2973	2974	2975	2976	2977	2978	2979	2980	2981	2982	2983	2984	2985	2986	2987	2988	2989	2990	2991	2992	2993	2994	2995	2996	2997	2998	2999	3000
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TABLE 2 - CITY OF TRAVERSE CITY

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TABLE 2

Tax Increment Financing Table

UNIT/ZONE/CLASS	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
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RESOLUTION

201-2010

Approval of Amended Brownfield Plan Boardman Lake Avenue / Pathway for Trail System

WHEREAS, The Brownfield Redevelopment Authority met in regular session on September 29, 2010 and reviewed the Amendment to the Brownfield Plan for Boardman Lake Avenue and the Pathway Trail System with recommendation for approval; and,

WHEREAS, the Amendment to said Plan is for the inclusion of additional public infrastructure needed to complete the construction of Boardman Lake Avenue and the completion of the multi-use Pathway around Boardman Lake; and,

WHEREAS, the Amendment to said Plan identifies an increase in the overall plan for Michigan Economic Growth Authority activities from \$3,339,347.00 to \$10,713,850.00 and are detailed on Table 1, which is made a part of resolution; and,

WHEREAS, environmental activities remain unchanged at \$758,461.00 and are detailed on Table 2, which is made a part of resolution; and,

WHEREAS, Boardman Lake Avenue has been identified as a top transportation project for the City of Traverse City; and,

WHEREAS, The trail system will complete a non-motorized pedestrian pathway/trail around the entire Boardman Lake; and,

WHEREAS, The Grand Traverse County Land Bank Authority will purchase the rail right-of-ways to allow for the building of Boardman Lake Avenue and the trail system due to the positive economic impact as allowed for in statute; and,

WHEREAS, properties within Amended Brownfield Plan are in the City of Traverse City; as identified on Attachment A.

NOW, THEREFORE, BE IT RESOLVED, THAT:

1. The Brownfield Plan constitutes a public purpose and will facilitate investment and redevelopment of the properties in the Amended Brownfield Plan
 - a. In particular, the Brownfield Plan Amendment will provide improved access to downtown Traverse City.
 - b. The Brownfield Plan Amendment will divert approximately 18,000 cars per day from these residential neighborhoods.
 - c. The Brownfield Plan Amendment will facilitate new residential development to the City of Traverse City.
 - d. The Brownfield Plan will provide valuable access to Boardman Lake through the trail system.

2. The Brownfield Plan is consistent with the requirements of Section 14(1) of Act 381 (MCL 125.2664), in particular:
- a. The Brownfield Plan provides all of the information required in Section 13 of Act 381 (MCL.2663).
 - b. Financing the costs of eligible activities will be through the capture of tax increment revenue.
 - c. The costs of eligible activities proposed are reasonable and necessary to carry out the purposes of the Brownfield Financing Act.

(See file for attachments)

Dated: October 27, 2010

I HEREBY CERTIFY THIS COPY TO BE A
TRUE AND CORRECT COPY OF THE RECORD ON
FILE WITH THE OFFICE OF COUNTY CLERK
LINDA COBURN
GRAND TRAVERSE COUNTY CLERK
BY: *Barbara Schell*
DEPUTY COUNTY CLERK
DATE: November 30, 2010

The City of Traverse City

Office of the City Clerk

GOVERNMENTAL CENTER
400 Boardman Avenue
Traverse City, MI 49684
(231) 922-4480
tcclerk@ci.traverse-city.mi.us



RESOLUTION

Findings for Concurrence for Amended Brownfield Plan Boardman Lake Avenue / Pathway for Trail System

- BECAUSE, The Brownfield Redevelopment Authority met in regular session on September 29, 2010 and reviewed the Amendment to the Brownfield Plan for Boardman Lake Avenue and the Pathway Trail System with recommendation for approval;
- BECAUSE, Properties within Amended Brownfield Plan are in the City of Traverse City;
- BECAUSE, Pursuant to Act 381, concurrence must be received by the governmental unit in which brownfield plan lies, being the City of Traverse City;
- BECAUSE, The Amendment to said Plan is for the inclusion of additional public infrastructure needed to complete the construction of Boardman Lake Avenue and the completion of the multi-use Pathway around Boardman Lake;
- BECAUSE, The Amendment to said Plan identifies an increase in the overall plan for Michigan Economic Growth Authority activities from \$3,339,347.00 to \$10,713,850.00 and are detailed on Table 1, which is made a part of resolution;
- BECAUSE, Environmental activities remain unchanged at \$758,461.00 and are detailed on Table 2, which is made a part of resolution;
- BECAUSE, Boardman Lake Avenue has been identified as a top transportation project for the City of Traverse City;
- BECAUSE, The trail system will complete a non-motorized pedestrian pathway/trail around the entire Boardman Lake;
- BECAUSE, The Grand Traverse County Land Bank Authority will purchase the rail right-of-ways to allow for the building of Boardman Lake Avenue and the trail system due to the positive economic impact as allowed for in statute; now, therefore, be it

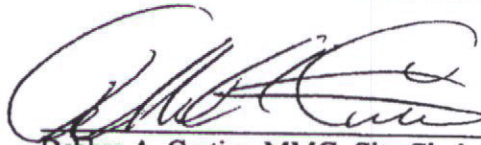
RESOLVED, That

1. The Brownfield Plan constitutes a public purpose and will facilitate investment and redevelopment of the properties in the Amended Brownfield Plan.

Boardman Lake Avenue / Pathway for Trail System Resolution - Page 2

- a. In particular, the Brownfield Plan Amendment will provide improved access to downtown Traverse City.
 - b. The Brownfield Plan Amendment through the construction of Boardman Lake Avenue will divert 50 to 80% of the daily traffic off of the residential neighborhoods from Cass and Union Streets.
 - c. The Brownfield Plan Amendment will facilitate new residential development to the City of Traverse City.
 - d. The Brownfield Plan will provide valuable access to Boardman Lake through the trail system.
2. The Brownfield Plan is consistent with the requirements of Section 14(1) of Act 381 (MCL 125.2664), in particular:
- a. The Brownfield Plan provides all of the information required in Section 13 of Act 381 (MCL.2663).
 - b. Financing the costs of eligible activities will be through the capture of tax increment revenue.
 - c. The costs of eligible activities proposed are reasonable and necessary to carry out the purposes of the Brownfield Financing Act.

I hereby certify that the above Resolution was adopted by the Traverse City City Commission at its regular meeting held on November 1, 2010, in the Commission Chambers of the Governmental Center, 400 Boardman Avenue, Traverse City, MI.



Debra A. Curtiss, MMC, City Clerk

EXHIBIT D
Act 381 Work Plan

RECEIVED

JUL 26 2011

MEDC
BROWNFIELD REDEVELOPMENT

GRAND TRAVERSE COUNTY BROWNFIELD REDEVELOPMENT AUTHORITY

AMENDMENT #01
MICHIGAN PUBLIC ACT 381 OF 1996, AS AMENDED
WORK PLAN TO CONDUCT
MEGA NON-ENVIRONMENTAL ACTIVITIES

BOARDMAN LAKE AVENUE PATHWAY AND TRAIL SYSTEM
GRAND TRAVERSE COUNTY, MICHIGAN

Revised July 25, 2011

Prepared by:

Grand Traverse County Brownfield Redevelopment Authority

with assistance from

AKT Peerless Environmental Services
22725 Orchard Lake Road
Farmington, Michigan 48336
Contact Person: Eric P. Helzer
Phone: 517-212-5575

This whole plan
(including plan exhibits)

is Attachment D

for the Dev/Reimb. Agent

AKT PEERLESS PROJECT NO. 7147B

Approved by MEGA on: _____

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2. Tax Increment Finance Table

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- A. Eligible Property Summary Table and Maps – 2000, 2001 & 2010 (Split/Combinations)
- B. City of Traverse City - Engineers Opinion of Probable Costs, Corridor Breakdown
- C. Engineering Study for Boardman Lake Avenue, December 4, 2000
- D. Economic Impact of West Boardman Lake Avenue and The Economic Benefits of Trails
- E. Easements and “Comfort Letters” – Non-Motorized Corridor, Township
- F. Brownfield Plan Amendment #02 with County and City Resolutions
- G. Executed Development Agreement – City of Traverse City & Grand Traverse County

**AMENDMENT #01
ACT 381 WORK PLAN TO CONDUCT
MEGA NON-ENVIRONMENTAL ACTIVITIES**

**BOARDMAN LAKE AVENUE PATHWAY AND TRAIL SYSTEM
GRAND TRAVERSE COUNTY, MICHIGAN**

1.0 INTRODUCTION

The Grand Traverse County Brownfield Redevelopment Authority (the "Authority") is submitting this Act 381 Work Plan Amendment #01 ("Plan") for the property located on the west side of Boardman Lake in Traverse City, Michigan. This Plan amends the original Work Plan for the property as approved by the Michigan Economic Growth Authority (MEGA) on June 19, 2001. This Brownfield project was developed with two (2) main public purposes. First, the property is a "facility" due to the presence of contamination originating offsite, and redevelopment of the property by a private developer into mixed use commercial and residential condominiums will alleviate Brownfield conditions. Second, the Brownfield project furthers the City of Traverse City's goal of developing a north-south corridor, to reduce the traffic volumes in residential neighborhoods, moving people into and out of the City of Traverse City. Additionally the City is providing a non-motorized pathway for connectivity around Boardman Lake.

This Amendment #01 is necessary to describe the cost share for Public Infrastructure costs related to the proposed public infrastructure improvements that include Boardman Lake Avenue construction, Boardman Lake non-motorized corridor construction and the associated land acquisition to support these public improvement projects.

The Brownfield Plan Amendment #02 for the Project ("the Brownfield Plan") was approved by the Authority on September 29, 2010, approved by the City Traverse City Council on November 1, 2010 and by the Grand Traverse County Board of Commissioners on October 27, 2010. See Exhibit F for the Brownfield Plan and Resolutions approving the Brownfield Plan. Amendment #02 to Brownfield Plan identifies a \$6,870,146 increase in the overall Plan for new MEGA Non-Environmental Eligible Activities from the original amount of \$3,327,847 to a Grand Total Cost of \$10,713,850 (combined State/Local and Local Only costs). The total requested in Plan

Amendment #01 represents an increase of \$6,870,146 from the MEGA Board approval on June 19, 2001.

Based on the current site conditions, certain activities are necessary to support the Property for redevelopment. The following sections present site background information, current Property conditions, the MEGA Eligible Activities, and the costs associated with the proposed activities.

1.1 ELIGIBLE PROPERTY INFORMATION

1.1.1 Location and Eligibility

The Eligible Property (the "Property") is on the west bank of the Boardman Lake in the City of Traverse City, Grand Traverse County, Michigan. Maps showing the locations of the Property and project area are included as Figure 1 and Figure 2, as attached.

The Property is considered "eligible property" as defined by Act 381, Section 2 because (a) the Property was previously utilized or is currently utilized for a commercial and public purpose; (b) it is located within the City of Traverse City, a qualified local governmental unit, or "Core Community" under Act 381; and, (c) the Property is determined to be a "facility" or adjacent and contiguous to a "facility" and was verified by Michigan Department of Environmental Quality (MDEQ) in 2001. Please refer to the Brownfield Plan located in Exhibit F for supporting documentation.

The Property consists of multiple parcels along the west bank of Boardman Lake. Below is an Eligible Property summary in accordance with the adopted Brownfield Plan as amended:

2000 Brownfield Plan adopted by Grand Traverse County Board of Commissioners on March 29, 2000 - The boundaries of the Eligible Property were defined as the property boundaries for Lots 5 and 6 and part of Lot 8 "Hannah, Lay & Co.'s Sixteenth Addition to Traverse City, Section 10, T27N, R11W, City of Traverse City, Traverse City, Michigan. The legal description of the Eligible Property (CSXT/Boardman Lake Parcel) was provided in Appendix A of the 2000 Brownfield Plan. Exhibit A includes a table and map of the Eligible Property in 2000.

2001 Brownfield Plan Amendment #01 adopted by Grand Traverse County Board of Commissioners on April 25, 2001 - This Amended Brownfield Plan #01 added Lot 7 and two Easements. This addition was intended to allow the City of Traverse City to purchase Lots 5 and

6. Lots 5 and 6 will give access to and adjoin the Boardman Lake Waterfront for inclusion as the Eligible Property. The boundaries of the Eligible Property were “commonly” defined as the property boundaries for Lots 5, 6, 7 and part of Lot 8 "Hannah, Lay & Co.'s Sixteenth Addition to Traverse City," Section 10, T27N, R11W, City of Traverse City, Traverse City, Michigan. Attachment A of the 2001 Brownfield Plan Amendment contained the legal descriptions for most of the Eligible Property and a map identifying the excess railroad right-of-way parcel as Eligible Property since there was not a legal description available at the time. Exhibit A includes a table and map of the Eligible Property in 2001.

The 2001 Brownfield Plan Amendment #01 effectively highlighted MDOT railroad right-of-way as a “facility” meeting Eligible Property criteria with the Recognized Environmental Conditions (RECs) as rail yard operations (REC #1) on the Eligible Property, from off-site contaminate migration in a groundwater plume from Cone Drive/Textron property to the west (REC #2), and coal & clinkers from railroad operations (REC #8) to name a few. Additionally, MDEQ Cadillac District Office file documentation reviewed in September 1998 identified the prime constituents of the contamination to include VOCs, PNAs and metals in the groundwater. It was evidenced in this file review and concurred with by the MDEQ at the time that the 2000 and 2001 Act 381 Work Plans for environmental and non-environmental eligible activities were approved by both the MEGA Board and MDEQ that all of these parcels qualified as Eligible Property. Per the determination of the MDEQ at that time, the properties in question specifically met the definition of a “facility” as defined by Section 20101 Part 201 of the NREPA Act No. 451 of the Public Acts of 1994, as amended or as adjacent or contiguous property to facility parcels.

2010 Brownfield Plan Amendment #02 adopted by Grand Traverse County Board of Commissioners on October 27, 2010 - This Amended Brownfield Plan #02 did not add or remove any Eligible Property from what was included in the 2001 Amended Brownfield Plan #01. However, since 2001 numerous splits and combinations have occurred on the Property. At the request of the Michigan Economic Development Corporation (MEDC), Exhibit A includes a table and map of the 2001 Eligible Property as it has been reconfigured as of 2010. The overall boundary of the Eligible Property has not changed and as development continues it is anticipated that additional subdividing of the Eligible Property will occur.

1.1.2 Current Ownership

The Eligible Property is being developed by Boardman West LLC. Since the 2000 Brownfield Plan, the Property has been sub-divided with individual condo units sold.

Contact information is as follows:

Boardman West, LLC
William Bowling
300 Ottawa NW
Grand Rapids, MI
616-988-5820

City of Traverse City
Contact Person: Ben Bifoss, City Manager
400 Boardman Avenue
Traverse City, MI 49684
Telephone: 231-922-4440

1.1.3 Proposed Future Ownership

The eligible property is being redeveloped by Boardman West LLC, into a residential community; future ownership is based on market conditions. In addition, The Grand Traverse County Land Bank Authority in regional cooperation with the City of Traverse City will purchase railroad right-of-way (ROW) from MDOT to build Boardman Lake Avenue and also for portions of the Trail to utilize the right-of-way.

1.1.4 Delinquent Taxes, Interest, and Penalties

No delinquent taxes, interest, or penalties are known to exist for the property.

1.1.5 Existing and Proposed Future Zoning For Each Eligible Property

The Property is located in the City of Traverse City and is currently zoned R-29, Multi-Family Dwelling District and I, Industrial District. The City's Master Plan calls for the southern portion of the Industrial District, to become Commercial through Corridor zoning which promotes and allows for neo-traditional mixed-use development.

1.2 HISTORICAL USE OF EACH ELIGIBLE PROPERTY

Based on the 2001 Act 381 Work Plan to Conduct MDEQ and MEGA Eligible Activities: The Property is located along the west shore of Boardman Lake and the Boardman River; south of Eighth Street and roughly north of Fairlane and contains approximately 13.59 acres. This

Property is an irregular-shaped parcel of land bounded by vacant land and a railroad ROW to the north, Boardman Lake to the east, additional vacant land and railroad ROW to the south, and a light industrial building and a railroad ROW owned by MDOT to the west. Based on review of historical documents including historical atlas maps, Sanborn FireTM Insurance Maps, aerial photographs, and city directories, it appears that the portions of the entire eligible property had been utilized for railroad purposes since at least 1904 through 1982. Additional occupants have included an ice house (Lot 6), warehouses for storage of party supplies (Lot 7), an asphalt plant (Lot 6), a vehicle fueling area (Lot 7), a bulk fuel storage area (Lot 7), and vacant land.

1.3 CURRENT USE OF EACH ELIGIBLE PROPERTY

Since the March of 2000, the date of the original Brownfield Plan, the residential development of the west bank of Boardman Lake has commenced. Currently there are three (3) multi-unit buildings constructed as part of the development. The total proposed project includes up to 174 condominiums that are to be complete in three (3) phases on Lots 5 and 6. In addition, a site condo with 14 units has been developed on Former Lot 7, this includes single family detached homes. Total capital investment to date totals \$11.5 million dollars and includes the creation of 2 permanent full time jobs. In addition, the total cumulative tax increment revenue collected to date totals \$562,450 for school tax capture and \$970,826 for local tax capture.

1.4 SUMMARY OF PROPOSED REDEVELOPMENT AND FUTURE USE FOR EACH ELIGIBLE PROPERTY

Continued development on the Property includes Lake Ridge Condominiums, and residential site condominium to the south, former Lot 7. In addition, West Boardman Lake Avenue will be constructed through this parcel, with easements to be owned by the City of Traverse City. West Boardman Lake Avenue, will provide improved access to downtown Traverse City. The Brownfield Plan and Plan constitutes a public purpose and will facilitate investment and redevelopment of the properties in the Plan. In particular, the Plan through the construction of Boardman Lake Avenue will divert 50 to 80% of the daily traffic off of the residential neighborhoods from Cass and Union Streets. The Plan will facilitate new residential and commercial development to the City of Traverse City.

The main corridor of West Boardman Lake Avenue is proposed from Eighth Street to the north to the south city limits. The proposed alignment follows the west side of the existing railroad

right of way, and requires the relocation of the railroad wye, that currently is in the middle of the redevelopment of this Property. West Boardman Lake Avenue is proposed as a single traffic lane in each direction with turn lanes at Eighth, Fourteenth, and the south city limits.

In addition easements will be provided and owned by the City of Traverse City to connect the Boardman Lake Trail. The MDOT ROW properties will be used to support the advancement of the Boardman Lake Trail southward from the Property to South Airport Road. It will serve both a recreation function and as an important north-south non-motorized transportation corridor. The Plan will provide valuable access to Boardman Lake through the trail system that is currently difficult for the public to enjoy.

This project represents an overall investment estimated at over \$16 million in real and personal property not including the anticipated commercial component. This Plan is being prepared to provide Tax Increment Financing, including the capture of taxes levied for school operating purposes, for reimbursement of eligible costs to be incurred as part of the project. This MEGA 381 Work Plan is being submitted by the Authority to the MEGA Board for approval of the capture of school taxes for reimbursement of a portion of the Eligible Activity costs listed below.

1.5 INFORMATION REQUIRED BY SECTION 15(15) OF THE STATUTE

1.5.1 Sufficiency of Individual Activities to Complete Eligible Activities

- *Brownfield and Work Plan Preparation*—The Brownfield Plan and Work Plan have been completed in accordance with Act 381.
- *Infrastructure Improvements* - All Infrastructure improvements proposed will be publicly owned, maintained and operated, will support the project and also serve others and/or the public. The proposed public infrastructure improvement includes: removal of existing curb and gutter, roadway pavement, drives and walks, rail, water mains, storm and sanitary sewer lines and structures and the replacement of all above including trail, landscaping and lighting improvements under the Plan. Please see the Engineering Study with costs and the updated Opinion of Probable Cost breakout in Exhibits B & C. In addition, please reference Figures 4, 5, and 6 which illustrate the Public Infrastructure Improvements. Together, these activities are sufficient to complete the Public Infrastructure Improvements, as they will result in improvements to the water service,

sewers, roads and sidewalks, rails, trails, electrical service, lighting, and parking that are in accordance with local zoning and other applicable laws and regulations and that will directly benefit the Property and public generally. In Plan Amendment #01 the only added task to this Eligible Activity is the construction of the non-motorized corridor/trail.

- *Acquisition of Property by a Land Bank Authority* - The Grand Traverse County Land Bank Authority (GTCLBA) will purchase and hold through the construction period of Boardman Lake Avenue the MDOT ROW. As identified on Figure 3 the GTCLBA will enter into two separate agreements with MDOT to purchase the needed ROW for the construction of Boardman Lake Avenue and portions of the non-motorized corridor. In Plan Amendment #01 this is an added Eligible Activity.
- *Demolition* – In this Plan Amendment #01 there are no additional Demolition activities.
- *Site Preparation* - In this Plan Amendment #01 there are no additional Site Preparation activities.

1.5.2 Necessity of Individual Activities to Complete Eligible Activities

As described above, this Plan serves several purposes, the first is related to protection of public health and the environment, and these are the MDEQ related activities. The second is the public purpose. Currently, the route of traffic into downtown Traverse City, is through residential neighborhoods. The creation of West Boardman Lake Avenue, will eliminate up to 50 to 80% of vehicle traffic from these residential neighborhoods. Further the non-motorized transportation corridor, around Boardman Lake will allow for a roughly 5 mile loop trail all the way around the lake, as well as access to the City of Traverse City, north to Sutton's Bay or west to Acme Township, and beyond. The property acquisition and public infrastructure improvements will benefit not only the development of the Property, but also the residents who currently live along Union or Cass Street in the City of Traverse City, as well as work in the long term vision of the City of Traverse City in the promotion of a walk-able community. In addition to the description provided below please reference Exhibit D and Section 1.5.4.

West Boardman Lake Avenue is one of the top priority transportation projects and a critical need for the City of Traverse City. This project will directly benefit not only Lake Ridge, a residential development on the West Bank of Boardman Lake supported by the original Work Plan efforts, but also provide improved access to downtown Traverse City, drawing traffic out of a residential neighborhood, and creating a more walk-able community for the City. This project has been discussed with the City Planning, City Commission and at community wide meetings, and has been included in the City Master Plan since 1994.

The development of West Boardman Lake Avenue is an integral part of a broader neighborhood redevelopment strategy, as well as a broader traffic mitigation effort for the city as a whole. In 2001, the City of Traverse City commissioned Andrews University to develop a plan for the Old Towne Neighborhood. Much of that Plan's proposed redevelopment efforts are dependent upon the roadway and trail construction to come to fruition. More specifically, this Work Plan will enable a host of benefits to a broader area:

- Immediate traffic relief on Cass and Union Streets, reducing congestion and increasing residential property values along Cass and Union Streets.
 - There are 72 residential properties on Union Street between 8th and 14th Streets. A modest 5% increase in the current assessed value of these residential properties would yield \$365,000 in additional assessed value.
 - There are 55 residential properties on Cass Street between 8th and 14th Streets. A modest 5% increase in the current assessed value of these residential properties would yield \$230,000 in additional assessed value.
- Two commercial redevelopments on 14th Street. Estimated private investment is estimated at \$2.5 to 3 Million.
- Enhanced on-street parking options, as well as Boardman Lake public access.
- Construction of approximately 15 additional single family homes at the southeast corner of 14th Street and the new Avenue intersection. Anticipated private investment is \$3.25 Million.
- Residential redevelopment along the west side of the new Boardman Lake Avenue. Anticipated private investment is \$10 Million.
- An additional \$18 Million in water-front residential development on the east side of the new Avenue.

Conservatively, the construction of Boardman Lake Avenue is expected to generate \$25 Million of private investment in the City of Traverse, in addition to easing traffic congestion and increasing surrounding property values.

The redevelopment of the Property will result in additional tax revenue for all taxing jurisdictions, once Eligible Activities have been reimbursed. New commercial economic growth is made available through this Plan with the relocation of the MDOT railroad wye. Relocation of this wye, provides an anticipated increase in new commercial investment of \$1.2 million.

1.5.3 Reasonableness of Costs

The costs associated with West Boardman Avenue were developed by the City of Traverse City Engineering Department in 2010, updating the costs developed on December 4, 2001 from a local engineering firm (Gourdie/Fraser & Associates) and based on experience with similar infrastructure projects throughout the City as well as current market conditions. In addition, the costs associated with the non-motorized corridor were developed based on the non-motorized path that was designed and built on the east side of Boardman Lake. The estimates are market-rate and are thus presumed to be reasonable.

1.5.4 Public Benefit

This development exemplifies every characteristic of the City's zoning goals for the site. The City wants to provide for a wide range of commercial and high density residential land uses designed to serve the residents, shoppers and visitors of the City. West Boardman Lake Avenue is one of the top priority transportation projects and a critical need for the City of Traverse City. This project will directly benefit not only Lake Ridge, a residential development on the West Bank of Boardman Lake, but also provide an improved access to downtown Traverse City, drawing traffic out of a residential neighborhood and creating a more walk-able community for the City. This project has been discussed with the City Planning, City Commission and at community wide meetings, and has been included in the City Master Plan since 1994.

West Boardman Lake Avenue is being developed in conjunction with Boardman West LLC, the developer of Lake Ridge. Lake Ridge is on the west bank of Boardman Lake and is proposed project of 174 condominiums; bringing housing needs for the City of Traverse City. Boardman Lake Avenue will be a route that will divert traffic from the neighborhoods, which are the only north/south route into downtown west of Boardman Lake.

Another significant benefit for this public project is the provision of easements to connect the Boardman Lake Trail, a non-motorized pedestrian pathway/trail around the entire Boardman

Lake. Without the financial incentives afforded by this Plan, the project will be delayed indefinitely, while the City attempts to identify revenues necessary to close the construction cost gap for the public infrastructure. The "public purposes" that this Plan presents to the City and County of Grand Traverse include:

- **Traffic Diversion:** Currently, the route into the downtown area is on Cass and Union streets, both streets are in the middle of residential neighborhoods; this route will have the capacity to divert 50% to 80% of the daily traffic from these two neighborhood streets.
- **City Master Plan:** Approved in 1994, identifying north/south arterial as a top need to encourage and promote the downtown area.
- **Public Access to Lake:** With obtaining easements a multi-use pathway will encircle the entire Boardman Lake, which will be easily accessible for the public
- **Positive Economic Impact:** As identified on Exhibit D, studies have been conducted which identify the economic impact when a properly maintained trail system is near residential neighborhoods. The economic impact for the construction of a new north/south corridor into downtown Traverse City is also outlined on Exhibit D.

The redevelopment of the Property will result in additional tax revenue for all taxing jurisdictions, once Eligible Activities have been reimbursed. New commercial economic growth is made available through this Plan with the relocation of the MDOT railroad wye. Relocation of this wye, provides an anticipated increase in new commercial investment of \$1.2 million.

1.5.5 Reuse of Vacant Buildings and Redevelopment of Blighted Property

The redevelopment of the Property demolished two (2) structures that existed at the time of the March 2000 Brownfield Plan. In March of 2000, the northern building was vacant and the southern building was used as storage and warehouse building. Currently, there are no vacant buildings on the Property.

1.5.3 Job Creation

Job creation associated with this Plan will include up to 60 temporary full-time construction jobs associated with the building of the residential condominiums, as well as construction of West Boardman Lake Avenue and the non-motorized bike path.

In addition the residential condominium complex will have administrative support for sales of the units, maintaining the grounds, as well as property management, creating 4 to 6 long term positions.

1.5.4 Unemployment Status

The unemployment rate in Grand Traverse County was 2.5% in 2001 at the time of the original Act 381 Work Plan. According to the Michigan Labor Market Information system, Grand Traverse County unemployment was 9.7% in May 2011. Comparatively, the May 2011 unemployment rate was 10.3% in the State of Michigan, and 8.7% in the United States.

1.5.5 Contamination Alleviation

The Property will be prepared to make it suitable for development, and appropriate due care and additional response activities will be performed to prevent exposure to materials hazardous to human health, safety, and the environment. The Developer shall be reimbursed for all environmental eligible activities, as allowed by Act 381, as amended. Costs to accomplish this work (environmental eligible activities) are not a part of this Plan but were covered under previously approved MDEQ Act 381 Work Plans and will be addressed further in future Plan requests to MDEQ as market conditions warrant continued development activity.

1.5.6 Private Sector Contribution

Private developer investment is estimated at approximately \$15 million in improvements to land, buildings and personal and real property. Construction of West Boardman Lake Avenue and the Boardman Lake non-motorized transportation trail are public improvement costs.

1.5.7 Cost Gap Comparison

No alternative Greenfield site was considered for the project. See the Brownfield Plan in Exhibit F for information related to Brownfield costs.

1.5.8 Brownfield Creation

This Project will not create a new Brownfield site.

1.5.9 Project Financial Data

Infrastructure development and trail development will comply with all local audit requirements to secure sound/fiscal responsibility of the governmental agency(ies).

1.5.10 Incentives

Future redevelopment costs, including eligible activities, will be primarily financed by the developer(s), as well as by use of funding obtained from any of the following sources by the Grand Traverse County Brownfield Redevelopment Authority (GTCBRA):

- State of Michigan Revitalization Revolving Loans - Environmental
- State of Michigan Brownfield Redevelopment Grants - Environmental
- Tax Increment Revenues, including capture of incremental taxes levied for school operating and non-school operating expenses – Non-Environmental & Environmental
- U.S.EPA Brownfield Assessment and/or Cleanup Grants - Environmental
- U.S.EPA Brownfield Cleanup Revolving Loan Fund - Environmental
- Waterfront Redevelopment Grant - Environmental
- The Local Site Remediation Revolving Fund - Environmental
- Other revenues obtained by the Authority, or City – To be determined

The GTCBRA may use proceeds from any of the listed sources, at its discretion and in compliance with applicable laws, to pay for eligible activities on the eligible property, to reimburse the developer(s) for the financing of eligible activities including the financing cost, to repay State revolving loan(s), to reimburse its administrative expenses, or reimburse the Local Site Remediation Revolving Fund.

A portion of the redevelopment project relating to the 2001 Brownfield Plan included some acquisition of land. The acquisition costs have been paid for through the Clean Michigan Initiative Waterfront Redevelopment Grant that was awarded to the City of Traverse City in the amount of \$487,000 on April 13, 2000. Waterfront Redevelopment Grants were provided to reclaim and revitalize waterfront property throughout the state to maximize economic and public value. This grant provided funding to address the city's highest priorities: planning and design; environmental response activities; property acquisition; and public infrastructure improvements at the Boardman Lake Property. Specifically, the Waterfront Redevelopment Grant allowed the City of Traverse City the ability to purchase land directly along the Boardman Lake south of Lake (between Tenth and Eleventh Street) and north of Fourteenth Street and Lakeridge (see Figure 3). None of the Waterfront Redevelopment Grant proceeds were or will be used for the purposes of purchasing any railroad right-of-way from MDOT (MDOT Acquisitions #1 or #2) by the Grand Traverse County Land Bank Authority as depicted in Figure 3.

1.5.11 Additional Information

This Plan shall be utilized to achieve the goals and objectives of the County of Grand Traverse and the City of Traverse City. The concept of the State Core Communities initiative was to revitalize downtown's and reduces urban sprawl. In addition, Grand Traverse County residents participated in a regional Grand Vision. Through this Grand Vision process, a Harris Interactive poll was conducted, with 90% of area residents responding that improved biking and walking opportunities were important for the successful growth of the region.

Traverse City has historic residential neighborhoods near the downtown area along the current "corridor/route" into the downtown area. Studies have proven that highly traveled areas are less attractive for residential living. By diverting traffic away from the residential neighborhoods, Traverse City has identified the need (since 1994) of relieving the pressure of traffic on neighborhoods and in turn trying to keep these residential neighborhoods quiet and attractive for living in the downtown district.

Maintaining a healthy and vital downtown district is accomplished by accommodating the people as well as cars. This project will accommodate the historical residential neighborhoods in the hopes of keeping these residences downtown instead of building on a Greenfield and/or purchasing houses outside of the urban core to get away from the endless traffic within their

neighborhoods. The Boardman Lake Avenue project will save these neighborhoods and encourage both citizens outside the downtown district to travel into the City and also keep our residences peaceful will have the capacity to divert 50% to 80% of the daily traffic from these two neighborhood streets.

2.0 CURRENT PROPERTY CONDITIONS

2.1 PROPERTY ELIGIBILITY

The Property is considered “eligible property” as defined by Act 381, Section 2 because (a) the Property was previously utilized or is currently utilized for a commercial and public purpose; (b) it is located within the City of Traverse City, a qualified local governmental unit, or “Core Community” under Act 381, and; (c) the Property is determined to be a “facility” or adjacent and contiguous to a “facility”. Please refer to the Brownfield Plan located in Exhibit F for supporting documentation.

2.2 SUMMARY OF ENVIRONMENTAL CONDITIONS

Under Part 201, a “facility” is defined as “any area, place, or property where a hazardous substance in excess of the concentrations which satisfy the requirements of section 20120a (1) (a). has been released, deposited, disposed of, or otherwise comes to be located.” M.C.L. § 324.20101(1) (o). A “release” is defined to include “spilling” or “leaking” of a hazardous substance into the environment. In addition, a “release” includes the abandonment of containers or other closed receptacles containing hazardous substances. M.C.L. § 324.20101(1) (bb).

The environmental investigations completed on the Property are summarized in the 2001 Act 381 Work Plan approved by MEGA on June 19, 2001. As this is an Amendment #01 to that 2001 Plan and no additional information related to the environmental conditions has been identified, there are no additional findings to report herein.

2.3 SUMMARY OF FUNCTIONALLY OBSOLETE OR BLIGHTED CONDITIONS

There are no functionally obsolete and/or blighted conditions remaining or located on the Property.

3.0 SCOPE OF WORK

3.1 MDEQ ELIGIBLE ACTIVITIES

Not Applicable. This Plan is for MEGA non-environmental Eligible Activities only.

3.2 MEGA ELIGIBLE ACTIVITIES

The non-environmental Eligible Activities will include Public Infrastructure Improvements, Acquisition of Property by a Land Bank Authority and Brownfield/Work Plan preparation, all which were approved by the Authority, City Council and the County Board of Commissioners pursuant to the terms of the Development Agreement between the City and the County (Exhibit G). Additionally, we have provided easement agreements for the Non-Motorized Corridor Infrastructure Improvements that are extending into private property of the affected landowners as outlined below and included in Exhibit E. A summary of the Eligible Activities and the estimated cost of each Eligible Activity intended to be reimbursed with Tax Increment Revenues from the Property are shown in the attached Table 1. A detailed cost breakdown for the Public Infrastructure is shown in the attached Exhibit B along with the City Engineers Opinion of Probable Costs letter dated June 27th, 2011. Exhibit C contains an Engineering Study for Boardman Lake Avenue dated December 4, 2000. Included in our attached Figures 4, 5 and 6 is also specific information to provide additional location and/or plan details as well as maps depicting public infrastructure improvements. Existing site conditions are illustrated on the Topographic Survey Sheets, Figures 7, 8 and 9.

Additional detailed breakouts of the non-environmental activities being requested for MEGA approval are described below:

- **Infrastructure Improvements.** All Infrastructure improvements proposed will be publicly owned, maintained and operated, will support the project and also serve others and/or the public. Several infrastructure activities are anticipated as part of this Plan. In April 2001, approved MEGA Work Plan, costs were estimated for the redevelopment at the Eligible Property, with limited knowledge of the costs associated with the development of West Boardman Lake Avenue. In addition this Plan also includes costs associated with the proposed non-motorized corridor/trail on the west side of Boardman Lake, therefore costs have been modified based on the additional information, and associated infrastructure costs for the development of the Boardman Lake Avenue and Trail. The construction of the Boardman Lake non-motorized Trail is the only additional task to Infrastructure Improvements since the 2001 MEGA Board approval. Costs for all other Infrastructure Improvement tasks previously approved by MEGA are updated in this Plan Amendment #01.

1) West Boardman Lake Avenue

- Updated costs since the 2001 MEGA Board approval.

a. Design Services- The City of Traverse City Engineering will develop or work with design engineers to develop the alignment of the proposed West Boardman Avenue. This design will include a topographic survey of the proposed right-of-way (ROW), borings to determine if suitable soils are present along the alignment, or if unsuitable soils such as peat are present, as well as designing for acceptable storm water control measures.

b. Road Preparation Construction - Construction of West Boardman Lake Avenue will include the relocation and/or abandonment of the existing railroad lines, utility upgrades along Lake Ridge Drive (water, sewer, and street improvements).

2) Boardman Lake Non-Motorized Transportation Corridor

- Added task since the 2001 MEGA Board approval.

a. Design Services- Similar to West Boardman Lake Avenue, the Boardman Lake Trail will be designed by the City of Traverse City Engineering Department or contracted design engineers to develop the alignment of the proposed Boardman Lake Trail. This design will include a topographic survey of the proposed alignment, borings to determine if suitable soils are present, cross sections of the trail that required significant improvements and design of appropriate retaining walls, or retaining structures (guard rails). In addition, since the proposed alignment of the non-motorized pathway is along the edge of the Boardman Lake, shoreline improvements are anticipated. These improvements will include clearing/grubbing and slope stabilization where required and as anticipated, see Figure 4.

b. Non-Motorized Corridor Development and Construction - Due to the topography in the area and the potential for significantly steep slopes it is likely that significant cut and/or fill areas may be necessary for use of the non-motorized trail, as well as the use of an elevated path. In addition, the proposed pathway will require crossing of the railroad lines, pedestrian access points, as well as bridge in the vicinity of Boardman River at the south end of the Boardman Lake.

Once the easements are secured, this non-motorized Public Infrastructure Improvement will be:

- o Directly benefiting the Eligible Property in the Brownfield Plan and allow all residents of the County and visitors to access this underutilized natural resource;
- o Publically owned/maintained/operated by the City of Traverse City, a "Core Community";
- o Functionally connected to similar or supporting property owned by the City of Traverse City;
- o Designed and dedicated to use by and for the benefit of the public generally;

- Continuously open to public access;
- Located in public easements, and;
- Paid for by tax increment revenues levied from Eligible Property in the Core Community of the City of Traverse City.

Additionally, these Infrastructure Improvements that are extending into private property will be “dedicated”, “non-exclusive” and are for “perpetuity”. These easements are not unlike any other easement upon which Infrastructure Improvements are conducted in Act 381 Work Plans across the State. This is an important Eligible Activity to have included in the Plan Amendment and the States support is critical to the project’s success as there are no other funding sources to cover the costs of construction. Per the request of the MEDC, in order for this Public Infrastructure Improvement Eligible Activity to be considered within the Township, either the easements or a “comfort letter” from those property owners who have not entered into an easement need to be provided as a part of this Plan Amendment request. Exhibit E includes all of the secured easements except for one property owner who is in the process of completing a “comfort letter” in order to allow for the completion of the non-motorized corridor. The Authority will provide a copy of this comfort letter upon receipt but no later than the August 2011 MEGA Board Meeting.

- **Acquisition of Property by a Land Bank Authority.** The Grand Traverse County Land Bank Authority in regional cooperation with the City of Traverse City will purchase railroad right-of-way from MDOT to build Boardman Lake Avenue and to utilize the right-of-way for a portion of the non-motorized trail. The property purchase is for economic development purposes due to the economic impact that both the Boardman Lake Avenue and the non-motorized transportation corridor provides. The property purchase is therefore an Eligible Activity for reimbursement. The economic benefits of the road and the non-motorized corridor are fully described in the attached Exhibit D. This is an added Eligible Activity since the 2001 MEGA Board approval.

Further property purchases will be required for the relocation of the railroad wye but will be acquired utilizing local-only tax increment revenues.

- **Brownfield and Work Plan Preparation.** Reasonable costs associated with development and preparation of a Brownfield Plan and Work Plan.
- **MEGA Review Fees.** As required by MEGA.
- **Contingency.** A 15% contingency factor has been included to accommodate unexpected conditions that may be encountered during the redevelopment.
- **Interest.** There is no interest associated with the Eligible Activities within this Plan.

4.0 SCHEDULE AND COSTS

The following subsections present the proposed schedule to complete the Project and the associated costs.

4.1 SCHEDULE OF ACTIVITIES

Activities associated with the redevelopment of the Lake Ridge Development, is on-going with additional buildings to be constructed as the market demands. Currently they are at approximately 50% build out, with several units available for immediate occupancy. West Boardman Lake Avenue is to be built in two (2) phases; the first phase will be initiated immediately upon approval by the MEGA for property acquisition. Engineering/design and construction will follow in the next five (5) years (includes Eighth Street to Fourteenth Street). The second phase is anticipated within the next ten (10) years (from Fourteenth Street to the South City limits). The non-motorized transportation trail is anticipated to begin immediately with securing the proper easements, engineering/design and ultimate construction completed within the next 15 years. This schedule is subject to available tax increment revenues captured from the Property to fund this work.

4.2 ESTIMATED COSTS

The itemized estimated costs to complete the Non-Environmental MEGA Eligible Activities including all labor, equipment, subcontractors, and materials under this Plan are provided in Sections 4.2.2 below and in the attached Table 1 and Exhibits B and C.

4.2.1 Description of MDEO Eligible Activities Costs

Not Applicable.

4.2.2 Description of MEGA Eligible Activities Costs – Amendment #01

The estimated cost for the total MEGA Eligible Activities plus contingency described in this section as a result of this Amendment #01 to the Plan is now \$10,713,850 from the 2001 MEGA approval of \$3,327,847. Below is a summary of the 2001 MEGA Act 381 Work Plan approval and this Amendment #01 to the Plan. A more detailed description of the Eligible Activities costs associated with this Plan is provided in Table 1. Unit costs are provided where applicable in the attached Exhibit B and C.

<u>Eligible Activity</u>	<u>MEGA Approved Work Plan June 19, 2001</u>	<u>Amendment #01 2011</u>	<u>MEGA Request Amendment #01 2011</u>
Demolition	\$79,500	\$79,500	\$0
Lead/Asbestos Abatement	0	0	0
Infrastructure Improvements	2,662,280	8,310,559	5,648,279
Site Preparation	136,500	+136,500	0
Acquisition of Property by Land Bank	+0	+323,000	+323,000
Sub-Total	2,878,280	8,849,559	5,971,279
Contingency	434,067	1,327,434	893,367
Interest	+0	+0	+0
Sub-Total	3,312,347	10,176,993	6,864,646
Brownfield/Work Plan Preparation	13,500	20,000	6,500
MEGA Review Cost	+2,000	+1,000	+(1,000)
TOTALS	\$3,327,847	\$10,197,993	\$6,870,146

The total requested in Plan Amendment #01 represents an increase of \$6,870,146 from the MEGA Board approval on June 19, 2001.

Local-only tax increment revenues in this Plan Amendment #01 are \$515,857 for MEGA Eligible Activities identified on Table 1.

4.2.3 Contingency

A 15% contingency factor has been included to accommodate for unexpected conditions that may be encountered during the redevelopment.

5.0 PROJECT COSTS AND FUNDING

The following subsections present the total estimated Project costs and the source and uses of funds.

5.1 TOTAL ESTIMATED PROJECT COSTS

The total costs of the MEGA Non-Environmental Eligible Activities under this Plan are provided in Table 1.

5.2 SOURCES AND USES OF FUNDS

The private developer is making investment in real and personal property improvements on the Property. Redevelopment of the Property is expected to subsequently generate increases in

taxable value and result in incremental taxable value beginning in 2001. Tax increment revenues will be utilized to reimburse the cost of Eligible Activities. Table 2 provides an estimate of tax increment revenue schedule and a breakdown of the local and school millages. Under this Plan Amendment #01, the City of Traverse City will finance all Eligible Activities for Public Infrastructure Improvements. The tax capture breakdown of tax increment revenues anticipated to become available for use in this Plan is summarized below.

The project is located in the City of Traverse City; therefore there are 49.6684 non-homestead mills available for capture, with school millage equaling 24.0000 mills (48.32%) and local millage equaling 25.6684 mills (51.68%). None of the project was assumed to include homestead residential property, with those properties including the State Education Tax and Local ISD Taxes. The tax capture for MEGA Eligible Activities breaks down as follows:

<u>State to Local Tax Capture</u>	<u>Amendment #01</u>	<u>Amendment #01</u>
	<u>MEGA Request</u>	
School tax capture (48%)	\$ 4,895,037	\$ 3,297,670
Local tax capture (52%)	\$ 5,302,956	\$ 3,572,476
TOTAL	\$ 10,197,993	\$ 6,870,146

6.0 LIMITATIONS

The taxable value on real property is estimated to increase at a rate of 1.5% each year. The incremental tax revenue estimates for the proposed development could vary from this estimate affecting the time period it takes to reimburse the Eligible Activities. The cost estimates included within this Plan are just that "estimates" and the actual costs incurred may vary depending on site conditions. If in fact the Eligible Activity costs exceed the estimated amount for reimbursement the Authority may submit an amended Brownfield Plan and Act 381 Work Plan. Please reference the Brownfield Plan in Exhibit F for additional information.

All reimbursements authorized under this Plan shall be governed by the Reimbursement Agreement. The inclusion of Eligible Activities and estimates of costs to be reimbursed in this Plan are intended to authorize the Authority to fund such reimbursements and does not obligate the Authority or the County to fund any reimbursement or to enter into the Reimbursement Agreement providing for the reimbursement of any costs for which tax increment revenues may

be captured under this Plan, or which are permitted to be reimbursed under this Plan. The amount and source of any tax increment revenues that will be used for purposes authorized by this Plan, and the terms and conditions for such use and upon any reimbursement of the expenses permitted by the Plan, will be provided solely under the Reimbursement Agreement contemplated by this Plan.

Administrative Clarification – Brownfield Plan Boardman Lake Avenue
Pathway Trail System

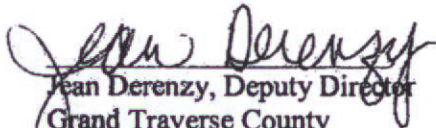
This memorandum shall serve as clarification to the Brownfield Plan Amendment, approved by the Grand Traverse County Board of Commissioners on October 27, 2010 and concurred with by the City Council on November 1, 2010.

Clarification: Introduction First Paragraph, second sentence, should have read: "This second Amendment will add additional eligible activities to the PLAN to recognize the master plan redevelopment of this area, including the development of Boardman Lake Avenue and the completion of Boardman Lake Trail."

As you will see within the Brownfield Plan, no additional property was added or contemplated. The 2001 Brownfield Plan Amendment #1 was the last Brownfield Plan amendment to add eligible property.

No other clarifications or amendments are made under this clarification statement.

Signed:


Jean Derenzy, Deputy Director
Grand Traverse County
Planning and Development



**GRAND TRAVERSE COUNTY
PLANNING & DEVELOPMENT**
Planning Commission • Brownfield Redevelopment Authority
Economic Development Corporation • Land Bank Authority
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MEDC
BROWNFIELD REDEVELOPMENT

July 21, 2011

Mr. Dan Wells, Brownfield Specialist
MEDC
300 N. Washington
Lansing, MI 48913

RE: **Administrative Clarification**
2000 Brownfield Plan as Amended in 2001
Boardman Lake Avenue Pathway and Trail System, Grand Traverse County

Dear Mr. Wells:

This letter shall serve as clarification of the Boardman Lake Avenue Pathway and Trail System Brownfield Plan for the MEDC's review of the Act 381 Work Plan Amendment #1. The Act 381 Work Plan Amendment #1 is for the purpose of adding eligible activities to Eligible Properties, adopted in the 2001 Brownfield Plan Amendment #01.

The Eligible Property consists of multiple parcels along the west bank of Boardman Lake. Below is an Eligible Property summary in accordance with the adopted Brownfield Plan, as amended:

2000 Brownfield Plan adopted by Grand Traverse County Board of Commissioners on March 29, 2000 - The boundaries of the Eligible Property were defined as the property boundaries for Lots 5 and 6 and part of Lot 8 "Hannah, Lay & Co.'s Sixteenth Addition to Traverse City, Section 10, T27N, R11W, City of Traverse City, Traverse City, Michigan. The legal description of the Eligible Property (CSXT/Boardman Lake Parcel) was provided in Appendix A of the 2000 Brownfield Plan.

2001 Brownfield Plan Amendment #01 adopted by Grand Traverse County Board of Commissioners on April 25, 2001 - This Amended Brownfield Plan #01 added Lot 7 and two Easements. This addition was intended to allow the City of Traverse City to purchase Lots 5 and 6. Lots 5 and 6 will give access to and adjoin the Boardman Lake Waterfront for inclusion as the Eligible Property. The boundaries of the Eligible Property were "commonly" defined as the property boundaries for Lots 5, 6, 7 and part of Lot 8 "Hannah, Lay & Co.'s Sixteenth Addition to Traverse City," Section 10, T27N, R11W, City of Traverse City, Traverse City, Michigan. The legal descriptions for most of the Eligible Property were provided and a map identifying the excess railroad right-of-way parcel as Eligible Property was also provided since there was not a legal description available at the time. Appendix A of the 2001 Brownfield Plan Amendment included the above described legal descriptions and map of the Eligible Property.

2010 Brownfield Plan Amendment #02 adopted by Grand Traverse County Board of Commissioners on October 27, 2010 - This Amended Brownfield Plan #02 did not add or remove any Eligible Property from what was included in the 2001 Amended Brownfield Plan

#01. However, since 2001 numerous splits and combinations have occurred on the Property. The overall boundary of the Eligible Property has not changed and as development continues it is anticipated that additional subdividing of the Eligible Property will occur.


The 2001 Brownfield Plan Amendment #01 met standards required at that time to allow for approval of Eligible Property and Eligible Activities. It was the intent in 2001 by the City of Traverse City and the County that the excess MDOT railroad right-of-way to be included in the Brownfield Plan as Eligible Property. The attachments to this letter include a table and map of the Eligible Property in 2000 and added Eligible Property in 2001.

The 2001 Brownfield Plan Amendment #01 effectively highlighted MDOT railroad right-of-way as a "facility" meeting Eligible Property criteria with the Recognized Environmental Conditions (RECs) as rail yard operations (REC #1) on the Eligible Property, from off-site contaminate migration in a groundwater plume from Cone Drive/Textron property to the west (REC #2), and coal & clinkers from railroad operations (REC #8) to name a few. Additionally, MDEQ Cadillac District Office file documentation reviewed in September 1998 identified the prime constituents of the contamination to include VOCs, PNAs and metals in the groundwater. It was evidenced in this file review and concurred with by the MDEQ at the time that the 2000 and 2001 Act 381 Work Plans for environmental and non-environmental eligible activities were approved by both the MEGA Board and MDEQ that all of these parcels qualified as Eligible Property. Per the determination of the MDEQ at that time, the properties in question specifically met the definition of a "facility" as defined by Section 20101 Part 201 of the NREPA Act No. 451 of the Public Acts of 1994, as amended or as adjacent or contiguous property to facility parcels. The definition of "Eligible Property" in PA 381 of 1996, as amended, includes Property that is located in a qualified local governmental unit and is a facility, functionally obsolete, or blighted and includes parcels that are adjacent or contiguous to that Property if the development of the adjacent and contiguous parcels is estimated to increase the captured taxable value of that Property. See the attached Eligible Property Summary Table and Eligible Property Boundary Map identifying the Eligible Property boundaries and their tax identification numbers as adopted in 2000 and 2001.

It was *absolutely the intent* of Grand Traverse County Brownfield Redevelopment Authority and the City of Traverse City that *the railroad right-of-way access was and is a part of the 2001 Brownfield Plan Amendment #1 as Eligible Property*. The entire Brownfield Plan talked about Boardman Lake Avenue, to be built on the railroad right-of-way and the environmental conditions on the right-of-way required added due diligence to protect the public health and safety. The Brownfield Plan documented the recognized environmental condition of the railroad right-of-way as a "facility" on its own. This "facility" status was further confirmed with at the time by the MDEQ Cadillac District Office.

If further clarification is needed, please contact me at jderenzy@grandtraverse.org or at 231-922-4513.

Sincerely,


Jean Derenzy, Deputy Director
Grand Traverse County
Planning and Development Department

Attachments: Eligible Property Summary Table and Eligible Property Boundary Map

C: Eric P. Helzer, AKT Peerless Environmental & Energy Services

ELIGIBLE PROPERTY SUMMARY TABLE *
BOARDMAN LAKE AVENUE PATHWAY AND TRAIL SYSTEM

2000 Parcel ID {A}	2001 Parcel ID {B}
	51-011-001-00
	51-622-140-02
	51-682-004-00
	51-682-005-00
	51-682-006-00
51-682-007-00	51-682-007-00
	51-682-009-00
	51-682-010-00
	51-682-011-00
	51-682-012-00
	51-682-013-00
	51-682-014-00
51-682-015-00	51-682-015-00
	51-682-016-00
	51-757-000-01
	51-N/O ROLL

FOOTNOTES:

(A) 2000 Parcel ID #s: Per March 29, 2000 adopted Brownfield Plan - See Attached 2000 Eligible Property Boundary Map

(B) 2001 Parcel ID #s: Per April 25, 2001 adopted Brownfield Plan Amendment #01 - See Attached 2001 Eligible Property Boundary Map

* Data Source Grand Traverse County Planning and Development

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EXHIBIT A

**Eligible Property Summary Table and Maps –
2000, 2001 & 2010 (Split/Combinations)**

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ELIGIBLE PROPERTY SUMMARY TABLE * BOARDMAN LAKE AVENUE PATHWAY AND TRAIL SYSTEM			
2000 Parcel ID {A}	2001 Parcel ID {B}	2010 Parcel ID {C}	Notes for 2001 vs 2010 Parcel Subdivisions and Replats
	51-011-001-00	51-011-001-00	MDOT ROW
		51-670-064-00	MDOT ROW
	51-622-140-02	51-787-000-00	Olde Towne Condos
		51-787-001-01	Olde Towne Condos
		51-787-001-02	Olde Towne Condos
		51-787-001-03	Olde Towne Condos
		51-787-002-01	Olde Towne Condos
		51-787-002-02	Olde Towne Condos
		51-787-003-01	Olde Towne Condos
		51-787-003-02	Olde Towne Condos
		51-787-004-01	Olde Towne Condos
		51-787-004-02	Olde Towne Condos
		51-787-004-03	Olde Towne Condos
		51-787-005-01	Olde Towne Condos
		51-787-005-02	Olde Towne Condos
		51-787-005-03	Olde Towne Condos
		51-787-005-04	Olde Towne Condos
		51-787-006-01	Olde Towne Condos
		51-787-006-02	Olde Towne Condos
		51-787-006-03	Olde Towne Condos
		51-787-006-04	Olde Towne Condos
	51-682-004-00	51-682-004-00	No Change
		51-682-004-10	No Change, Riverrine Apts.
		51-682-004-30	No Change
		51-682-004-40	No Change
		51-682-004-50	No Change
	51-682-005-00	51-682-005-00	No Change
	51-682-006-00	51-682-006-00	No Change

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MEDC
BROWNFIELD REDEVELOPMENT

ELIGIBLE PROPERTY SUMMARY TABLE *
BOARDMAN LAKE AVENUE PATHWAY AND TRAIL SYSTEM

2000 Parcel ID {A}	2001 Parcel ID {B}	2010 Parcel ID {C}	Notes for 2001 vs 2010 Parcel Subdivisions and Replats
51-682-007-00	51-682-007-00	51-757-001-04	Lake Ridge Condos
		51-757-001-09	Lake Ridge Condos
		51-757-001-73	Lake Ridge Condos
		51-757-001-74	Lake Ridge Condos
		51-757-001-75	Lake Ridge Condos
		51-757-001-76	Lake Ridge Condos
		51-757-001-77	Lake Ridge Condos
		51-757-001-78	Lake Ridge Condos
		51-757-001-79	Lake Ridge Condos
		51-757-001-80	Lake Ridge Condos
		51-757-001-81	Lake Ridge Condos
		51-757-001-82	Lake Ridge Condos
		51-757-001-83	Lake Ridge Condos
		51-757-001-84	Lake Ridge Condos
		51-757-001-85	Lake Ridge Condos
		51-757-002-17	Lake Ridge Condos
		51-757-002-22	Lake Ridge Condos
		51-757-002-27	Lake Ridge Condos
		51-757-002-86	Lake Ridge Condos
		51-757-002-87	Lake Ridge Condos
		51-757-002-88	Lake Ridge Condos
		51-757-002-89	Lake Ridge Condos
		51-757-002-90	Lake Ridge Condos
		51-757-002-91	Lake Ridge Condos
		51-757-002-92	Lake Ridge Condos
		51-757-002-93	Lake Ridge Condos
		51-757-002-94	Lake Ridge Condos
		51-757-002-95	Lake Ridge Condos
		51-757-002-96	Lake Ridge Condos
		51-757-002-97	Lake Ridge Condos
		51-757-003-31	Lake Ridge Condos
		51-757-003-32	Lake Ridge Condos
		51-757-003-33	Lake Ridge Condos
		51-757-003-34	Lake Ridge Condos
		51-757-003-35	Lake Ridge Condos
		51-757-003-36	Lake Ridge Condos
		51-757-003-37	Lake Ridge Condos
		51-757-003-38	Lake Ridge Condos
		51-757-003-39	Lake Ridge Condos
		51-757-003-40	Lake Ridge Condos
		51-757-003-41	Lake Ridge Condos
		51-757-003-42	Lake Ridge Condos
		51-757-003-43	Lake Ridge Condos
		51-757-003-44	Lake Ridge Condos
		51-757-003-45	Lake Ridge Condos
		51-757-003-46	Lake Ridge Condos
		51-757-003-47	Lake Ridge Condos
		51-757-003-48	Lake Ridge Condos
		51-757-004-00	Lake Ridge Condos
		51-N/O ROLL	Northern portion of Lake Ridge (Undeveloped)

ELIGIBLE PROPERTY SUMMARY TABLE *
BOARDMAN LAKE AVENUE PATHWAY AND TRAIL SYSTEM

2000 Parcel ID {A}	2001 Parcel ID {B}	2010 Parcel ID {C}	Notes for 2001 vs 2010 Parcel Subdivisions and Replats
	51-682-009-00	51-760-013-00	Replat/drawn not 100% Match, Single Family (Currently under development)
		51-760-014-00	Replat/drawn not 100% Match, Single Family (Currently under development)
	51-682-010-00	51-760-000-00	Replat/drawn not 100% Match, Single Family (Currently under development)
		51-760-001-00	Replat/drawn not 100% Match, Single Family (Currently under development)
	51-682-011-00	51-760-002-00	Replat/drawn not 100% Match, Single Family (Currently under development)
		51-760-003-00	Replat/drawn not 100% Match, Single Family (Currently under development)
	51-682-012-00	51-760-006-00	Replat/drawn not 100% Match, Single Family (Currently under development)
		51-760-004-00	Replat/drawn not 100% Match, Single Family (Currently under development)
		51-760-005-00	Replat/drawn not 100% Match, Single Family (Currently under development)
		51-760-007-00	Replat/drawn not 100% Match, Single Family (Currently under development)
	51-682-013-00	51-760-008-00	Replat/drawn not 100% Match, Single Family (Currently under development)
		51-760-009-00	Replat/drawn not 100% Match, Single Family (Currently under development)
		51-760-010-00	Replat/drawn not 100% Match, Single Family (Currently under development)
		51-760-011-00	Replat/drawn not 100% Match, Single Family (Currently under development)
		51-760-012-00	Replat/drawn not 100% Match, Single Family (Currently under development)
	51-682-014-00	51-682-014-00	No Change
51-682-015-00	51-682-015-00	51-682-015-00	No Change
	51-682-016-00	51-682-016-00	No Change
	51-757-000-01	51-757-000-01	No Change, MDOT ROW
	51-N/O ROLL	51-N/O ROLL	Replat/drawn not 100% Match

FOOTNOTES:

{A} 2000 Parcel ID #s: Per March 29, 2000 adopted Brownfield Plan - See Attached 2000 Eligible Property Boundary Map

{B} 2001 Parcel ID #s: Per April 25, 2001 adopted Brownfield Plan Amendment #01 - See Attached 2001 Eligible Property Boundary Map

{C} 2010 Parcel ID will not always match 2001 Parcel ID as condo development or replating/parcel subdivisions have occurred. See attached 2001 Eligible Property Boundary vs. 2010 Parcel Reconfiguration Map. No change in the overall geographic area has occurred between 2001 and 2010

* Data Source Grand Traverse County Planning and Development

EXHIBIT B

**City of Traverse City –
Engineers Opinion of Probable Costs
Corridor Breakdown**

The City of Traverse City

Engineering Department

GOVERNMENTAL CENTER
400 Boardman Avenue
Traverse City, Michigan
49684



June 27, 2011

Jean Derenzy, Deputy Director
Grand Traverse County Planning & Development
400 Boardman Avenue
Traverse City, MI 49684

**RE: Public Infrastructure Improvements – Opinion of Probable Cost
Boardman Lake Avenue & Non-Motorized Corridor
Traverse City, Michigan**

Dear Ms. Derenzy:

The construction costs for all of the public infrastructure improvements are detailed on the attached two tables. The costs associated with West Boardman Avenue were developed by the City of Traverse City Engineering Department in 2010, updating the costs developed on December 4, 2000 from a local engineering firm (Gourdie/Fraser & Associates) and based on experience with similar infrastructure projects throughout the City as well as current market conditions. In addition, the costs associated with the non-motorized corridor were developed based on the recent path that was designed and built on the east side of Boardman Lake. The estimates are market-rate and are thus presumed to be reasonable.

However, in providing this opinion of probable cost, it is important to note that the City of Traverse City has no control over costs or the price of labor, materials or equipment, or over the contractor's method of pricing. The opinion of probable construction costs provided is made on the basis of our Engineering Department's qualification and experience. The Engineering Department makes no warranty, expressed or implied, as to the accuracy of the opinion as compared to bid or actual costs.

Please feel free to call should you have any additional questions.

Sincerely,

Timothy J. Lodge, PE
City Engineer

A	B	C	D	E	F	G	H	I	J	K	
1	Boardman Lane Avenue / NORTH SOUTH CORRIDOR										
2	Updated Cost Estimate										
3	December 4, 2006 by Gourde Fraser										
4											
5	Segment	Phase	Description	Class	QTY/Unit Cost	Price	Demolition	Site Preparation	Infrastructure	Right of Way	Rail
6	I	Intersection with Eighth St and Boardman Lane Avenue									
7			Demolition	Demolition	Lump Sum	\$40,000.00	\$40,000.00				
8			Traffic Mgmt	Infrastructure	Lump Sum	\$3,800.00			\$3,800.00		
9			Curb & Gutter	Infrastructure	Lump Sum	\$21,000.00			\$21,000.00		
10			Storm Sewer	Infrastructure	Lump Sum	\$33,800.00			\$33,800.00		
11			Catch Basin	Infrastructure	Lump Sum	\$13,000.00			\$13,000.00		
12			Adopt Lanes	Infrastructure	Lump Sum	\$5,500.00			\$5,500.00		
13			Sub-Base	Infrastructure	Lump Sum	\$13,000.00			\$13,000.00		
14			Aggregate	Infrastructure	Lump Sum	\$15,000.00			\$15,000.00		
15			Blumington Surfacing	Infrastructure	Lump Sum	\$44,000.00			\$44,000.00		
16			Shoulders	Infrastructure	Lump Sum	\$40,000.00			\$40,000.00		
17			Signalization	Infrastructure	Lump Sum	\$16,200.00			\$16,200.00		
18			Pavedment Markings	Infrastructure	Lump Sum	\$2,700.00			\$2,700.00		
19			Restoration	Infrastructure	Lump Sum	\$6,000.00			\$6,000.00		
20			Right of Way	Right of Way	Lump Sum	\$16,200.00				\$16,200.00	
21			Environmental	Site Preparation	Lump Sum	\$59,000.00		\$59,000.00			
22			SUBTOTAL			\$219,300.00					
23	II	Eighth St to 14th St									
24			Demolition & Cleanup	Demolition	Lump Sum	\$50,000.00	\$50,000.00				
25			Two Lane Blvd W Open Ditches	Infrastructure	Lump Sum	\$274,400.00			\$274,400.00		
26			Stormwater Mgt. Practices	Infrastructure	Lump Sum	\$18,500.00			\$18,500.00		
27			Reduction Crossing	Infrastructure	Lump Sum	\$124,000.00			\$124,000.00		
28			Protection Pathway	Infrastructure	Lump Sum	\$36,400.00			\$36,400.00		
29			Rail Crossing/Relocation	Rail	Lump Sum	\$450,000.00					\$450,000.00
30			SUBTOTAL			\$953,300.00					
31	III	14th St Intersection									
32			Demolition	Demolition	Lump Sum	\$40,000.00	\$40,000.00				
33			Traffic Mgmt	Infrastructure	Lump Sum	\$2,800.00			\$2,800.00		
34			Curb & Gutter	Infrastructure	Lump Sum	\$24,000.00			\$24,000.00		
35			Storm Sewer	Infrastructure	Lump Sum	\$36,100.00			\$36,100.00		
36			Catch Basin	Infrastructure	Lump Sum	\$10,400.00			\$10,400.00		
37			Adopt Lanes	Infrastructure	Lump Sum	\$3,800.00			\$3,800.00		
38			Sub-Bases	Infrastructure	Lump Sum	\$18,200.00			\$18,200.00		
39			Aggregate	Infrastructure	Lump Sum	\$18,000.00			\$18,000.00		
40			Blumington Surfacing	Infrastructure	Lump Sum	\$57,200.00			\$57,200.00		
41			Shoulders	Infrastructure	Lump Sum	\$24,000.00			\$24,000.00		
42			Signalization	Infrastructure	Lump Sum	\$16,200.00			\$16,200.00		
43			Traffic Diversion Island	Infrastructure	Lump Sum	\$3,900.00			\$3,900.00		
44			Pavedment Markings	Infrastructure	Lump Sum	\$2,700.00			\$2,700.00		
45			Restoration	Infrastructure	Lump Sum	\$3,800.00			\$3,800.00		
46			Rail Crossing/Relocation	Rail	Lump Sum	\$450,000.00					\$450,000.00
47			Environmental	Site Preparation	Lump Sum	\$100,000.00		\$100,000.00			
48			SUBTOTAL			\$993,800.00					
49	IV	Boardman Lane Ave 14th St to South Connection									
50			Demolition & Cleanup	Demolition	Lump Sum	\$40,000.00	\$40,000.00				
51			Two Lane Blvd W Open Ditches	Infrastructure	Lump Sum	\$303,800.00			\$303,800.00		
52			Stormwater Mgt. Practices	Infrastructure	Lump Sum	\$25,000.00			\$25,000.00		
53			Reduction Pathway	Infrastructure	Lump Sum	\$40,300.00			\$40,300.00		
54			Rail Crossing/Relocation	Rail	Lump Sum	\$500,000.00					\$500,000.00
55			Construction Retaining Wall	Rail	Lump Sum	\$400,000.00					\$400,000.00
56			Environmental	Site Preparation	Lump Sum	\$150,000.00		\$150,000.00			
57			SUBTOTAL			\$1,459,100.00					
58	V	17th St Connection and Cans St South end Intersection									
59			Curb & Gutter	Infrastructure	Lump Sum	\$4,300.00			\$4,300.00		
60			Shoulders Surfacing	Infrastructure	Lump Sum	\$44,000.00			\$44,000.00		
61			Aggregate	Infrastructure	Lump Sum	\$10,000.00			\$10,000.00		
62			Sub-Bases	Infrastructure	Lump Sum	\$8,750.00			\$8,750.00		
63			Traffic Diversion Island	Infrastructure	Lump Sum	\$5,500.00			\$5,500.00		
64			Storm Sewer	Infrastructure	Lump Sum	\$28,400.00			\$28,400.00		
65			Catch Basin	Infrastructure	Lump Sum	\$7,000.00			\$7,000.00		
66			SUBTOTAL			\$107,950.00					
67			TOTAL			\$4,429,280.00	\$179,000.00	\$489,000.00	\$1,403,850.00	\$16,200.00	\$2,445,800.00
68			Right of Way from MDOT	Ex Rail Right of Way							
69				89-11th	Lump Sum					\$129,000.00	
70				11th-14th	Lump Sum					\$477,000.00	
71				14th to City Limits	Lump Sum					\$480,000.00	
72				Wye Relocation	Lump Sum					\$215,000.00	
73											
74									Subtotal MDOT	\$1,226,000.00	
75											
76											
77			Design Engineering	Design Engineering	Lump Sum				\$120,000.00		\$148,400.00
78			Construction Engineering	Construction Engineering	Lump Sum				\$200,000.00		\$148,400.00
79			Total Engineering	Total Engineering					\$340,000.00		\$296,800.00

	A	B	C	D	E	F	G	H
1	Boardman Lake Trail							
2	Updated Cost Estimate 9-7-2019							
3	by Traverse City Engineering Department							
4								
5	Segment	Phase	Description	QTY/Unit Cost	Cost	Infrastructure	Right of Way	Total
6	I.	Shoreline Trail North BLT to 14th						
7			10' Paved Trail	2700' @ \$50/ft	\$ 189,000.00	\$ 189,000.00		
8			Shoreline Stabilization	400' @ \$150/ft	\$ 60,000.00	\$ 60,000.00		
9			Landscaping/Restoration	Lump Sum	\$ 21,000.00	\$ 21,000.00		
10			Right of Way @ 12th	Lump Sum	\$8,500.00		\$ 8,500.00	
11			SUBTOTAL			\$ 278,000.00	\$ 8,500.00	
12	II.	Upland Trail along Lake Ridge Condo						
13			10' Paved Trail	1000' @ \$65/ft	\$71,500.00	\$71,500.00		
14			Landscaping/Restoration	Lump Sum	\$8,500.00	\$8,500.00		
15			Right of Way from MDOT	Lump Sum	\$40,000.00		\$ 40,000.00	
16			SUBTOTAL			\$ 80,000.00	\$ 40,000.00	
17	III.	Rail Crossing at 12th Street						
18			Paved Trail Crossing at RR	Lump Sum	\$35,000.00	\$ 35,000.00		
19			SUBTOTAL			\$ 35,000.00		
20	IV.	14th to S. Airport Road viaduct @ Medallie Park						
21			10' Paved Path	6000' @ \$65/ft	\$390,000.00	\$ 390,000.00		
22			10' Paved Path w/Ret Wall	1100' @ \$265/ft	\$291,500.00	\$ 291,500.00		
23			10' Boardwalk	2000' @ \$475/ft	\$950,000.00	\$ 950,000.00		
24			110' Bridge	110' @ \$2800/ft	\$286,000.00	\$ 286,000.00		
25			Trail Equipment/Features	Lump Sum	\$29,000.00	\$ 29,000.00		
26			Landscaping/Restoration	Lump Sum	\$30,000.00	\$ 30,000.00		
27			SUBTOTAL			\$ 1,876,500.00		
28			TOTAL			\$ 2,391,500.00	\$ 48,500.00	\$ 2,410,000.00
29	Design Engineering					\$ 298,000.00		
30	Construction Engineering					\$ 180,000.00		
31	Total Engineering					\$ 358,000.00		
32								
33	V.	Waterfront Improvements						
34			Small Boat Launch	Lump Sum	\$30,000.00	\$30,000.00		
35			Access Walk/Trail	Lump Sum	\$45,000.00	\$45,000.00		
36			Shelter	Lump Sum	\$32,000.00	\$32,000.00		
37			Picnic Tables/Benches	Lump Sum	\$16,000.00	\$16,000.00		
38			Bike Racks	Lump Sum	\$2,000.00	\$2,000.00		
39			Signage and Wayfinding	Lump Sum	\$5,000.00	\$5,000.00		
40			Landscaping/Restoration	Lump Sum	\$20,000.00	\$20,000.00		
41			SUBTOTAL			\$150,000.00		

EXHIBIT C

Engineering Study for Boardman Lake Avenue

December 4, 2000

**ENGINEERING STUDY
FOR
BOARDMAN LAKE AVENUE**

Prepared for
City of Traverse City
By
Gourdie/Fraser & Associates
December 4, 2000



City of
Traverse City



Gourdie/Fraser &
Associates, Inc.

SUMMARY

As requested by the City of Traverse City, Gourdie/Fraser & Associates is providing the following preliminary study and recommendations for the proposed Boardman Lake Avenue. This study follows two other studies conducted for the City of Traverse City by Gourdie/Fraser & Associates. The new roadway concept was first introduced in 1994 and then updated in 1998.

The route for this proposed new roadway would intersect Eighth Street between Lake Avenue and the Boardman River, proceed southerly along the west side of Boardman Lake and ultimately intersect Cass Road at the south city limit of Traverse City. The conceptual route proposed in this study maintains the current railway configuration, and is primarily located along the east side of the existing railway.

FOREWORD

Various sources provided information for this study. Mapping, property ownership, and engineering input were provided by the City of Traverse City. The MDOT Railroad Safety Section provided information for the railway crossings. On-site investigation has provided additional insight in preparation of this study.



City of
Traverse City



Gourdie/Fraser &
Associates, Inc.

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I. INTRODUCTION

Figure 1 – Boardman Lake Avenue

Figure 2 – Proposed Roadway Cross-Section & Conceptual Future Cross-Section

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2. Speed Limit
3. Phase One – Eighth Street to Fourteenth Street
4. Traffic diverter at Fourteenth and Cass
5. Phase Two – Fourteenth Street to Cass Road
6. Railway Crossings
7. Future roadway expansions
8. Sidewalk and landscaping
9. Impacts of Boardman Banks project

III. COST ESTIMATES

IV. CONCLUSIONS

V. PROJECT CONTINUATION



City of
Traverse City



Gourdie/Fraser &
Associates, Inc.

I. INTRODUCTION

The City of Traverse City has realized the need to relieve traffic congestion along the Cass and Union Street corridors. It is felt that in providing an alternate route, these streets would return to typical neighborhood streets, thereby eliminating the impact the current traffic loads have on the neighborhood. There has also historically been an increasing need to provide good north/south access to the downtown area. Boardman Lake Avenue has been proposed to accomplish the above goals. It should be noted that this is not a design, but rather, a supplement to previous conceptual studies. Also, public input necessary for the success of such a project has not been sought and is not incorporated into this study.

This study reviews and incorporates the following items:

- Impacts due to the proposed Boardman Banks project between Fifteenth and Sixteenth Streets.
- Evaluation of the proposed Boardman Lake Avenue alignment and type, without relocating the existing railroad tracks.
- Investigation of phasing the project (two phases, see below).
- Verification of proposed traffic diverter at Cass Road and Fourteenth Street.
- Evaluation for future expansion of the proposed roadway.
- Evaluation of proposed sidewalk and landscaping so that no revisions would be required as a result of future expansion.
- Revised cost estimates.

This report will be presented in the following two phases:

- Phase one is for Boardman Lake Avenue from Eighth Street south to Fourteenth Street (see Figure 1).
- Phase two is for Boardman Lake Avenue from Fourteenth Street south to Cass Road at the south city limit, including the Seventeenth Street connection (see Figure 2).



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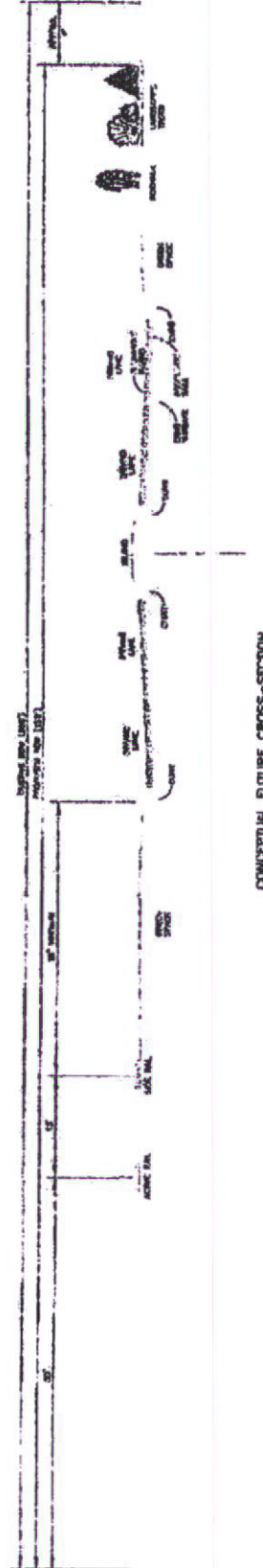
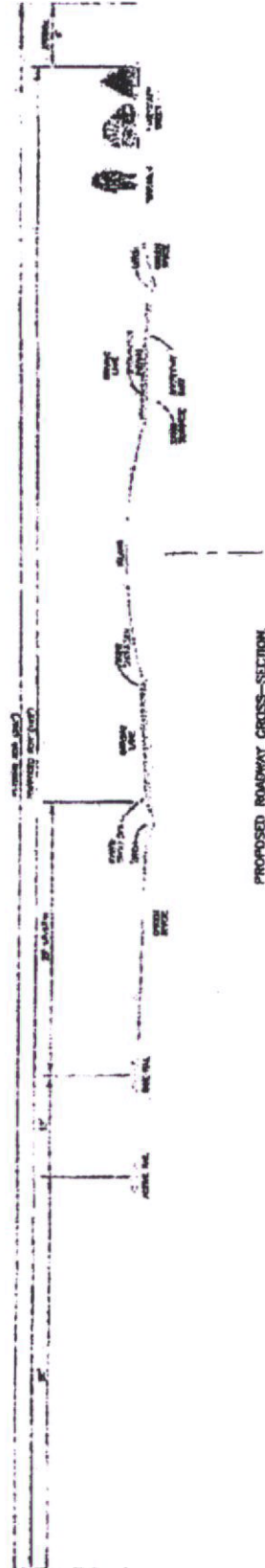
City of
Troy, New York

FIGURE 2
NOT TO SCALE

gfa
**Gourdle/Fraser &
Associates, Inc.**

II. RECOMMENDATIONS AND IMPACTS

The following recommendations and impacts are based on findings of this preliminary study:

1. Roadway alignment and cross-section.

The recommended route for the proposed roadway starts at Eighth Street and extends south to the south city limit line at Cass Road. The recommended alignment follows the east side of the existing railroad tracks (see Figure 1).

The recommended cross section is a boulevard with single traffic lanes in each direction, and turn lanes at 8th, 14th and 17th Streets (see Figure 2). The proposed roadway would be projected to initially carry 18,000 vehicles per day (1998 study). A two-lane boulevard section could adequately handle this level of traffic. The roadway cross-section should accommodate easy expansion to a four-lane boulevard (two lanes in each direction). As demand for a better level of service and traffic flows increase, expansion may be desired.

2. Speed Limit

The roadway should be designed for 35 MPH and posted at 25 MPH, based on recommendations from the City of Traverse City.

3. Phase One – Eighth Street to Fourteenth Street

Phase One would begin at Eighth Street and proceed south to Fourteenth Street (see Photo 1, and Figure 1). This could relieve traffic flows on Cass Road and Union Street north of Fourteenth Street.



Photo 1: Looking Northerly along railway from proposed location of Fourteenth Street connection, Phase One.



City of
Traverse City



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The connection with Eighth Street could be configured as a major intersection. The intersection may require a traffic signal with turn lanes and pavement markings to facilitate turning movements.

The connection with Fourteenth Street could be configured as a major intersection. The intersection may require a traffic signal with turn lanes and pavement markings to facilitate turning movements. This intersection may require purchase of additional right-of-way located north and south of the existing Fourteenth Street right-of-way. A service drive entrance could be located east of the intersection with Fourteenth Street to access properties adjacent to Boardman Lake.

4. Traffic diverter at Fourteenth and Cass

There is a concern that traffic may short circuit the proposed Boardman Lake Avenue by using Cass Road north of Fourteenth Street. Placement of a traffic diverter at the Cass Road and Griffin Street intersection (see Figure 1) could eliminate this concern. With the traffic diverter at this location, access would be provided to the Cone Drive commercial business, the east-west flow of traffic along Fourteenth Street could be maintained, and the use of Cass Road by through traffic could be discouraged.

5. Phase Two – Fourteenth Street to Cass Road

Phase Two would continue the route from Fourteenth Street south to intersect with Cass Road at the south city limit. This phase would include an intersection and traffic diverter at Seventeenth Street (see Photo 2, and Figure 1).



Photo 2: Looking Southerly along railway from proposed location of Fourteenth Street connection, Phase Two.



City of
Traverse City

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Access from Boardman Lake Avenue to Seventeenth Street could allow a direct route to existing businesses in this area. However, there is a concern that traffic may short circuit the proposed Boardman Lake Avenue by using Cass Road north of Seventeenth Street. Placement of a traffic diverter at the Cass Road and Seventeenth Street intersection could provide direct access to the businesses, and discourage the use of Cass Road by through traffic.

Under this conceptual route with maintaining the existing location of the railroad tracks, Boardman Lake Avenue would encroach into Boardman Lake between Sixteenth and Seventeenth Streets. Environmental impact studies, which can be costly and time consuming, may be required by applicable regulatory agencies. Construction of a relatively large retaining wall may also be necessary.

6. Impacts of Boardman Banks Project

Boardman Banks is a proposed residential and commercial development located between Twelfth and Sixteenth Streets, east of the proposed Boardman Lake Avenue. Acquisition of a 0.82-acre parcel from the Boardman Banks developers may be required by the City of Traverse City, because the parcel is located along the conceptual route between Fifteenth and Sixteenth Streets. With the proposed roadway, there would be approximately 8 feet of right-of-way remaining along the east edge of the existing MDOT right-of-way. Additional study would be required to verify any remaining right-of-way after construction.

7. Railway Crossings

Boardman Lake Avenue, as proposed with road connections, would create four crossings of the existing railway: two on Boardman Lake Avenue, one on Fourteenth Street, and one on Seventeenth Street. Based on information obtained from MDOT, no net gain in railway-road grade crossings is allowed statewide. The net gain in grade crossings for this project would be three, if the Sixteenth Street crossing were to be abandoned in Phase Two. Under requirements set by MDOT, Traverse City would have to abandon three other crossings.

Railway-road grade crossings can introduce vehicular and pedestrian safety issues. MDOT recommends at-grade crossings be designed at an angle of 90 degrees. The two Boardman Lake Avenue grade crossings would be skewed and long, which may violate MDOT safety criteria.

The separation required between the proposed road and rails, as mandated by MDOT, will vary dependant upon final profiles and physical constraints. For this study we have maintained a minimum separation of 25 feet between roadway edge of shoulder and track centerline.



City of
Traverse City

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Associates, Inc.**

The estimated costs for grade crossings, as indicated by MDOT, range from approximately \$200,000 to \$300,000 for each crossing, depending on length and design. Estimated costs for grade crossing signals and gates are approximately \$200,000 for each crossing.

8. Future Roadway Expansions

The roadway should be configured so that expansion to a four-lane boulevard would require minimal revisions to the initial two-lane boulevard. The proposed roadway cross-section for a two-lane boulevard, and a conceptual future cross-section for a four-lane boulevard are shown in Figure 2. These cross-sections could allow for the future expansion of the roadway from two to four lanes, with minimal revisions to the initial two-lane boulevard.

The potential development at areas east of the proposed route (next to Boardman Lake) should be considered. Additional intersections to provide access to properties east of the proposed route may be necessary dependent upon future planning for that area.

The existing right-of-way along the railroad corridor is 200 feet. The proposed roadway configuration would require 192 feet of right-of-way, a difference of 8 feet.

9. Sidewalk and landscaping

The sidewalks and landscaping should be configured so that if the roadway were expanded in the future, these would not have to be moved or replaced.

III. COST ESTIMATES

We have prepared cost estimates for each type of cross section. Each of the cross-sections reviewed have a lineal footage cost. The various intersection costs will remain constant since they will be configured for a full range of turning movements in all cases.

We have assembled a table showing lineal footage cost of several roadway cross-section alternatives (Table III-1).

The lineal foot costs provided are used for inserting into the overall cost estimate as a unit price for that typical section. Additional costs such as rail crossings, retaining walls, intersections, signalization, landscaping, stormwater management, lighting, etc. are then included in the overall cost estimate as additional items.



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**TABLE III-1
LINEAL FOOT
UPDATED COST ESTIMATES FOR
VARIOUS ROADWAY CROSS-SECTIONS**

I)	Two Lane Road w/Paved Shoulder and Open Ditches	\$ 80.00/Ft.
II)	Two Lane Boulevard w/Paved Shoulder and Open Ditches (one lane each direction)	\$ 98.00/Ft. (Preferred Alternative)
III)	Four Lane Roadway w/Paved Shoulder and Open Ditches	\$135.00/Ft.
IV)	Four Lane Roadway w/o Shoulders and with Curb & Gutter & Storm Sewer	\$170.00/Ft.
V)	Four Lane Boulevard w/Paved Shoulder and Open Ditches	\$145.00/Ft.

Notes (Table III-1):

- 1) These costs include roadway sub-base cost.
- 2) These costs assume minimal earthwork cost of \$15.00/Ft.
- 3) Curb, gutter & storm sewer add approximate \$65.00/Ft. to integral section and approximately \$90.00/Ft. to a boulevard section.
- 4) Right-of-way cost is not included in these lineal foot costs.
- 5) Rail crossing cost not included in these lineal foot costs.
- 6) Bike path, sidewalk or street scaping not included in these lineal foot costs.
- 7) Stormwater management measures are included in these lineal foot costs.
- 8) Future construction costs not included.



City of
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TABLE III-2

UPDATED COST ESTIMATE FOR BOARDMAN LAKE AVENUE

Preferred Alternative
(Two Lane Boulevard, Open Ditches)

Note - This Cost Estimate is broken down into various segments I thru V starting at Eighth Street and progressing south, and VI is a cost summary.

I. Intersection with Eighth Street and Boardman Lake Avenue (Phase One)

<u>DESCRIPTION</u>	<u>EST QUANTITY</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
a) Demolition	1 LS	21,600.00	21,600.00
b) Traffic Maint.	1 LS	3,600.00	3,600.00
c) Right of Way	1 LS	16,200.00	16,200.00
d) Earthwork	1 LS	16,500.00	16,500.00
e) Curb & Gutter	1500 LF	14.00	21,000.00
f) Storm Sewer	1000 LF	33.00	33,000.00
g) Catch Basin	10 EA	1300.00	13,000.00
h) Adjust Utilities	1 LS	5500.00	5,500.00
i) Sub-Base	2000 CY	6.50	13,000.00
j) Aggregate	750 CY	20.00	15,000.00
k) Bituminous Surfacing	1000 TON	44.00	44,000.00
l) Sidewalks	10000 SF	4.00	40,000.00
m) Signalization	1 LS	16,200.00	16,200.00
n) Pavement Marking	1 LS	2,700.00	2,700.00
o) Restoration	1 LS	6,000.00	6,000.00
Subtotal Eighth Street Intersection			267,300.00



City of
Traverse City



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II. Eighth St to 14th St (Phase One)

<u>DESCRIPTION</u>	<u>EST QUANTITY</u>		<u>TOTAL PRICE</u>
a) Two Lane Blvd. w/Open Ditches	2800 LF	98.00	274,400.00
b) Stormwater Mgt. Practices	1 LS	18,500.00	18,500.00
c) Rail Crossing	1 EA	450,000.00	450,000.00
d) Demolition & Cleanup	1 LS	37,000.00	37,000.00
e) Pedestrian Crossing	80 LF	1,550.00	124,000.00
f) Pedestrian Pathway	2800 LF	13.00	36,400.00
Subtotal Main Corridor Eighth St to 14TH St			940,300.00

III. 14th St. Intersection (Phase One)

<u>DESCRIPTION</u>	<u>EST QUANTITY</u>		<u>TOTAL PRICE</u>
a) Demolition	1 LS	13,000.00	13,000.00
b) Traffic Maint.	1 LS	2,500.00	2,500.00
c) Earthwork	1 LS	13,000.00	13,000.00
d) Curb & Gutter	2000 LF	14.00	28,000.00
e) Storm Sewer	1700 LF	33.00	56,100.00
f) Catch Basin	8 EA	1,300.00	10,400.00
g) Adjust Utilities	1 LS	8,600.00	8,600.00
h) Rail Crossing	1 EA	450,000.00	450,000.00
i) Sub-Base	2800 CY	6.50	18,200.00
j) Aggregate	900 CY	20.00	18,000.00
k) Bituminous Surfacing	1300 TON	44.00	57,200.00
l) Sidewalks	7000 SF	4.00	28,000.00
m) Signalization	1 LS	16,200.00	16,200.00
n) Traffic Diverter Island	1 LS	5,500.00	5,500.00
o) Pavement Marking	1 LS	2,700.00	2,700.00
p) Restoration	1 LS	8,600.00	8,600.00
Subtotal 14TH St Intersection			\$ 736,000.00



City of
Traverse City

gfa **Gourdle/Fraser &
Associates, Inc.**

IV. Boardman Lake Avenue 14th St. to South Connection (Phase Two)

<u>DESCRIPTION</u>	<u>EST QUANTITY</u>		<u>TOTAL PRICE</u>
a) Two Lane Blvd. w/Open Ditches	3100 LF	98.00	303,800.00
b) Stormwater Mgt. Practices	1 LS	25,000.00	25,000.00
c) Pedestrian Pathway	3100 LF	13.00	40,300.00
d) Demolition & Cleanup	1 LS	13,000.00	13,000.00
e) Rail Crossing	2 EA	450,000.00	900,000.00
f) Construct retaining wall	40,000 SF	16.00	640,000.00
Subtotal Boardman Lake Ave from 14TH to S. Connection			1,922,100.00

V. 17th Street Connection and Cass Street South End Termination (Phase Two)

<u>DESCRIPTION</u>	<u>EST QUANTITY</u>		<u>TOTAL PRICE</u>
a) Curb & Gutter	300 LF	14.00	4,200.00
b) Bituminous Surfacing	1000 TON	44.00	44,000.00
c) Aggregate	500 CY	20.00	10,000.00
d) Sub-Base	1500 CY	6.50	9,750.00
e) Traffic Diverter Island	1 LS	5,500.00	5,500.00
f) Storm Sewer	800 LF	33.00	26,400.00
g) Catch Basins	6 EA	1,300.00	7,800.00
Subtotal Boardman Lake Ave. 17th St. Connection and Cass St. South End Termination			107,650.00



City of
Traverse City



Gourdies/Fraser &
Associates, Inc.

VI. Summary of Cost

Construction Cost Estimated Subtotal for entire Route & Section with Rail Crossings	Phase One	\$ 1,943,600.00
	Phase Two	\$ 2,029,750.00
10% Contingencies		\$ 400,000.00
Design engineering		\$ 400,000.00
Construction Engineering, Surveying & Testing		\$ 600,000.00
MDOT Right of Way Acquisition Cost *		\$ 1,475,000.00
Boardman Banks Right of Way Acquisition Cost *		\$ 125,000.00
Additional Right of Way Acquisition Cost *		\$ 1,197,630.00
TOTAL ESTIMATED PROJECT COST W/ RAIL CROSSINGS		\$ 8,170,980.00
	Use	\$ 8,200,000.00

* As provided by the City of Traverse City using Land Value Study from 1998.

Note: Other right-of-way acquisitions south of 17th Street may be required. Further study would be needed to determine cost.



City of
Traverse City



Gourdier Fraser &
Associates, Inc.

IV. CONCLUSIONS

The information presented in this report is based on preliminary study. No design work was completed for this study, and costs are based on estimates only. The Boardman Lake Avenue project could be completed in phases, which would reduce the initial capital required for the project. The recommended phases would be as follows:

- Phase One, Eighth to Fourteenth Street
- Phase Two, Fourteenth to Cass Road

The City of Traverse City would need to acquire property from Boardman Banks between Fifteenth and Sixteenth Streets for completion of the Phase Two portion of the project. Without the Phase Two portion of the roadway, Phase One would have limited impact on the reduction of traffic congestion. Therefore, both phases would need to be completed for this project to be successful.

The scope of this study was to evaluate the alignment and type of roadway so as not to relocate the railroad tracks. However, by comparing information presented in this study with previous studies, it appears that a configuration relocating the railway to the east side of Boardman Lake Avenue would be beneficial in the following ways:

- Reduces overall cost of the project.
- Reduces number of grade crossings from four to one (east of Fourteenth Street intersection), and reduces the necessity for abandoning other grade crossings.
- Increases safety of the roadway.
- May provide more available space along the east edge of the existing ROW.

V. PROJECT CONTINUATION

This study provides preliminary data for construction and engineering. More detailed information must be pursued to continue the project.

The following list outlines the next steps to be taken to move closer to actual construction:

- Seek public input.
- Explore options for reconstruction of the railway in phases.
- Investigate possibility of bike trail proceeding from 12th St. instead of 10th St.
- Seek qualified firm to provide guidance for impact statements, funding alternatives, and preliminary design of Boardman Lake Avenue.



City of
Traverse City

gfa **Gourdin/Fraser &
Associates, Inc.**

EXHIBIT D

Economic Impact of West Boardman Lake Avenue and The Economic Benefits of Trails

Exhibit D

Economic Impact of West Boardman Lake Avenue

West Boardman Lake Avenue is one of the top priority transportation projects and a critical need for the City of Traverse City. This project will directly benefit not only Lake Ridge, a residential development on the West Bank of Boardman Lake supported by the original Work Plan efforts, but also provide improved access to downtown Traverse City, drawing traffic out of a residential neighborhood, and creating a more walk-able community for the City. This project has been discussed with the City Planning, City Commission and at community wide meetings, and has been included in the City Master Plan since 1994.

The development of West Boardman Lake Avenue is an integral part of a broader neighborhood redevelopment strategy, as well as a broader traffic mitigation effort for the city as a whole. In 2001, the City of Traverse City commissioned Andrews University to develop a plan for the Old Towne Neighborhood. Much of that Plan's proposed redevelopment efforts are dependent upon the roadway and trail construction to come to fruition. More specifically, this Work Plan will enable a host of benefits to a broader area:

- Immediate traffic relief on Cass and Union Streets, reducing congestion and increasing residential property values along Cass and Union Streets.
 - There are 72 residential properties on Union Street between 8th and 14th Streets. A modest 5% increase in the current assessed value of these residential properties would yield \$365,000 in additional assessed value.
 - There are 55 residential properties on Cass Street between 8th and 14th Streets. A modest 5% increase in the current assessed value of these residential properties would yield \$230,000 in additional assessed value.
- Two commercial redevelopments on 14th Street. Estimated private investment is estimated at \$2.5 to 3 Million.
- Enhanced on-street parking options, as well as Boardman Lake public access.
- Construction of approximately 15 additional single family homes at the southeast corner of 14th Street and the new Avenue intersection. Anticipated private investment is \$3.25 Million.
- Residential redevelopment along the west side of the new Boardman Lake Avenue. Anticipated private investment is \$10 Million.
- An additional \$18 Million in water-front residential development on the east side of the new Avenue.

Conservatively, the construction of Boardman Lake Avenue is expected to generate \$25 Million of private investment in the City of Traverse, in addition to easing traffic congestion and increasing surrounding property values.

*Prepared by
County.*

The Economic Benefits of Trails

Trails impact the health of a community's economy in several ways – from the direct increase in property values to the more comprehensive economic impact to the greater community through improved economic opportunities for local businesses. Well-designed trails are an attractive location for both residential and commercial developments. Studies find access to a well-planned trail system is an important incentive to jump start development and can serve as a catalyst for economic improvements at community level.¹

Trails are viewed as amenities; as such they attract home buyers and provide new markets for local businesses.² In a 2002 survey of recent homebuyers by the National Association of Home Realtors and the National Association of Home Builders, trails ranked as the second most important community amenity – outranking security, ball fields, golf courses, parks and access to shopping or business centers. Another survey conducted by the National Association of Homebuilders in 2004 cited trails as the number one amenity prospective buyers were looking for in a new community.³

Communities across the country are finding there's an economic incentive to developing trail systems along streams and rivers that were once home to urban blight. Examples from Charlotte, North Carolina, Chattanooga, Tennessee and Providence, Rhode Island tell the story of a greenway and trail renaissance. Waterways once home to industrial blight were transformed into vibrant and prosperous retail and residential developments through the provision and construction of open space and trails.

The completion of the Boardman Lake Trail presents an opportunity for Traverse City to reap the benefits of an important recreation and transportation facility that links regional trail systems, parks and open space, institutional, residential, commercial and retail complexes. With the completion of the first leg of the trail five years ago, the trail has experienced high levels of use and citizens continue to push for its completion. The development of the west side of the trail will make immediate connections to all types of land uses including residential, commercial, retail and institutional. Completing the trail makes important connections for commuters heading to work at Logan's Landing, Sara Lee, Cone Drive, and other employment centers or students, faculty, and staff making their way to Northwest Michigan College. The trail also provides a necklace of green within the urban fabric of Traverse City and links into both existing and planned regional trail networks amplifying the benefits that could be afforded to the City with the completion of the trail.

Moreover, the trail will be an integral feature in promoting economic development through "placemaking." Placemaking as Dr. Sonji Adelaja, Director of Michigan State University's Land Policy Institute, defines it is "the use of strategic assets, talent attractors and sustainable growth levers to create attractive and sustainable high-energy, high amenity, high-impact, high-income communities that can succeed in the New Economy."⁴ Utilizing this formerly neglected waterfront property to create a trail will make use of a strategic asset and create a key talent attractor in the form of a multi-modal pathway that is connected to regional system. Gary Heidel, Executive Director of the Michigan State Housing and Development Agency, noted that "expanding a waterfront walk and bicycle system, and promoting and contributing to an

integrated regional bicycle trail system with excellent bicycle connections between towns, parks, scenic spots, and natural attractions...can make a place very attractive to knowledge workers and other local residents" in a presentation on the "Importance of Place and Placemaking to Regional Economic Development."⁴

The completion of Boardman Lake Trail through this Work Plan affords our community the opportunity to seize upon an unique place-based strategy to enhance our quality of life and attract entrepreneurs and young people who are looking for PLACES to live, not just jobs. As Mr. Heidel noted in the aforementioned presentation, this is highly important in the context of the new economy; "If a region does not seize its unique place-based assets and positively exploit them to improve quality of life, then it will not be very successful in attracting a continuing supply of knowledge workers. Without the knowledge workers, it cannot successfully compete in the global New Economy."⁴ The completion of the Boardman Lake Trail not only fills a gap in a regional bicycle network, it boosts the overall economic competitiveness of our community in a global context by helping creating a place that attracts and retains talented knowledge workers.

¹Erickson, Donna. "MetroGreen: Connecting Open Space in North America". Washington D.C., Island Press, 2006.

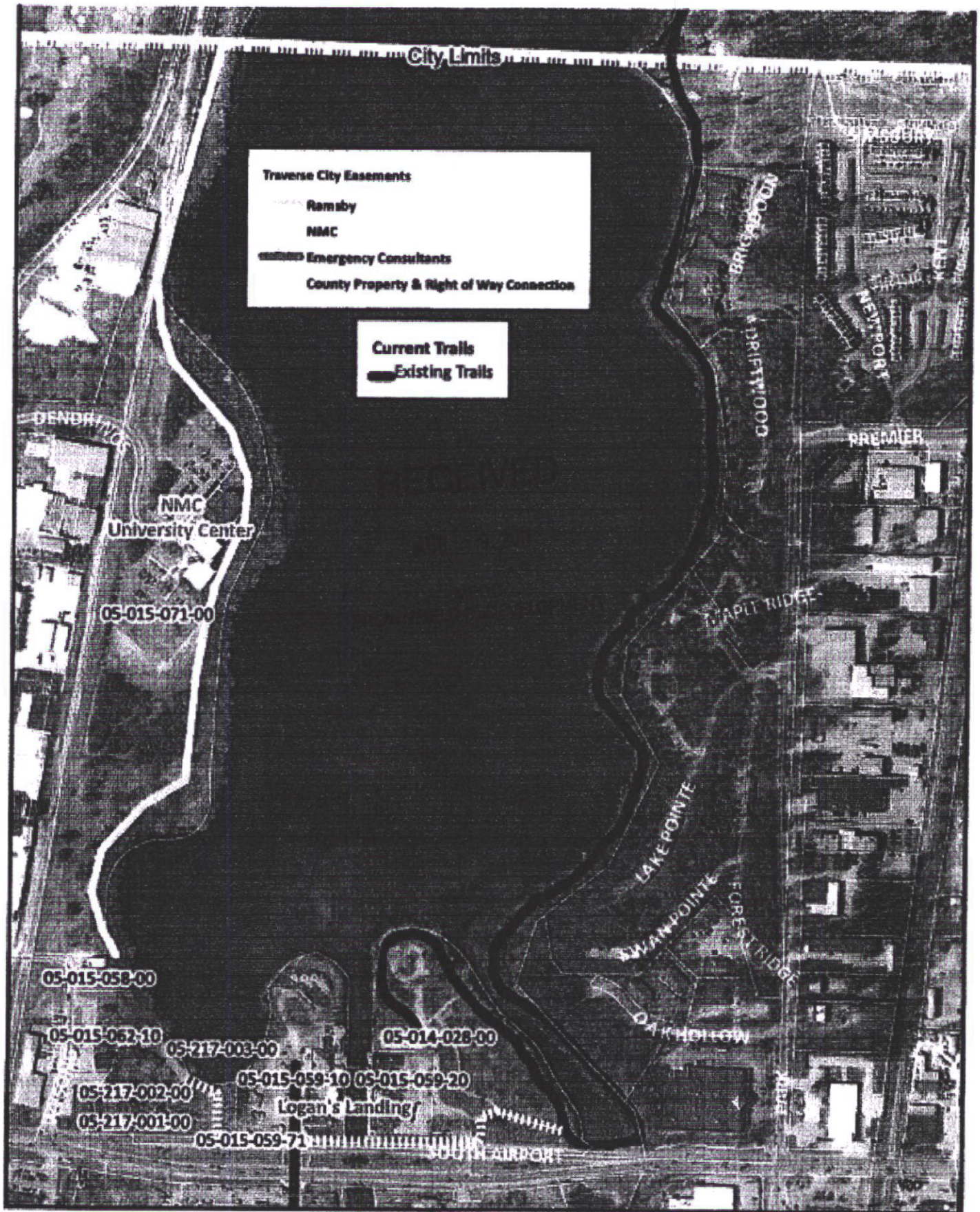
² Rails to Trails Conservancy, "From Trail Towns to TrOD: Trails and Economic Development", August 2007

³ Melekian, Bradley. "From Kitchen to the Wild in 30 seconds." New York Times. September 7, 2006.

⁴ Heidel, Gary (2010). *Importance of Place and Placemaking to Regional Economic Development* (Powerpoint Presentation).

EXHIBIT E

**Easements and “Comfort Letters” –
Non-Motorized Corridor, Township**



Garfield Township - City of TC BLA Trail Easement Reference Map

Grand Traverse County, Planning & Development

0 0.01 0.03 0.06 0.09 Miles



8.8.11

19 MAY 97 8:00 A.M.

KARON AMBERSON
REGISTER OF DEEDS

AG5463

COPY

GRANT OF EASEMENT

The Grantors HENRY S. RAMSBY and LONNA I. RAMSBY, husband and wife, whose address is 4700 Barnes Road, Traverse City, Michigan 49684, hereby convey and quit claim to CITY OF TRAVERSE CITY ("Grantee"), a municipal corporation, of Governmental Center, 400 Boardman Avenue, Traverse City, MI 49684, the following:

A permanent non-exclusive easement, 12 feet wide, the centerline of which is described as:

Being part of the North half of the Southeast quarter of Section 15, Town 27 North, Range 11 West, Garfield Township, Grand Traverse County, Michigan, more fully described as: Commencing at the Southeast corner of said Section 15; thence North 00°22'55" West, 1309.96 feet, along the East line of said Section 15; thence North 89°43'11" West, 1182.91 feet, along the South one-eighth line of said section; thence North 10°41'27" East, 179.50 feet, (previously described as North 10°12'32" East); thence South 84°37'09" East, 133.10 feet, (previously described as South 85°08'04" East); thence North 84°06'19" East, 125.91 feet, (previously described as North 83°37'24" East); thence North 43°02'36" East, 30.69 feet, (previously described as North 42°33'41" East), to the Point of Beginning of said 12 foot wide easement centerline; thence North 58°06'19" West, 8.82 feet; thence North 09°57'34" West, 86.09 feet; thence North 11°17'41" West, 38.89 feet; thence North 53°37'10" West, 14.36 feet, to the Point of Ending of said easement centerline:

The sidelines of said easement are to be extended or shortened to meet at angle points, to begin at a line having a bearing of North 43°02'36" East through the Point of Beginning and to terminate at a line having a bearing of South 89°53'59" West through the Point of Ending.

The foregoing easement is subject to the following terms and conditions:

1. It is to be used only for a non-motorized recreational trail available to the general public, subject to such restrictions and regulations as the grantee may elect to impose from time to time (consistent with non-motorized use), but subject to the right of the authorized employees and agents of grantee to such motorized use as is necessary to construct, maintain, and patrol the trail, and to lend logistic support for non-motorized activities taking place thereon.

2. The easement shall include the right to cut vegetation within the easement, grade, excavate, fill, and improve the easement right-of-way, and to lay down and maintain such surfaces as deemed appropriate by grantee for the non-motorized recreational uses intended.

*Henry Ramsby**3953 P*

COPY

3. Grantee shall erect no fences or other structures, without the written consent of grantor, that would impede access to or across the easement by grantor.

4. Grantee shall also have the right, within the easement, to maintain existing vegetation and/or plant and maintain new vegetation for purposes of the establishment of an aesthetic landscape buffer.

5. Grantee shall unconditionally and absolutely indemnify and hold Grantor, its officers, directors, shareholders, employees, and assigns, harmless from and against any loss, cost, liability, damage, claim or expense, including attorneys' and other defense costs, suffered or incurred by any of them by virtue of the establishment, the maintenance (or the failure to maintain), and/or the use of said easement by Grantee, its employees, agents, and the general public.

7. Reference hereinabove to "grantor" shall include the grantor's successors and assigns of the servient estate -- the interest granted hereby being specifically assignable to another unit of government.

Consideration: Gift

Dated this 16th day of May, 1997.

In the Presence of:

Cyndi Ask
Cyndi Ask

Antoinette C. Markl
Antoinette C. Markl

Henry S. Ramsby
Henry S. Ramsby

Lonna I. Ramsby
Lonna I. Ramsby

STATE OF MICHIGAN)
) ss.
COUNTY OF GRAND TRAVERSE)

The foregoing instrument was acknowledged before me this 16th day of May, 1997, by Henry S. Ramsby and Lonna I. Ramsby, husband and wife.

Antoinette C. Markl
Antoinette C. Markl, Leelanau, acting in
Notary Public
Grand Traverse County, Michigan
My Commission Expires: 07-08-2000

This instrument prepared by and
after recording, return to:
William M. Davison, Esq.
413 S. Union St.-PO Box 878
Traverse City, MI 49685-0878

cc: David Ramsby

218008

STATE OF MICHIGAN
GRAND TRAVERSE COUNTY
RECORDED

23 DEC 97 2:59 P.M.

KARON ANDERSON
REGISTER OF DEEDS

GRANT OF EASEMENT

The Grantor, EMERGENCY CONSULTANTS, INC., a Michigan corporation, whose address is 2240 S. Airport Road West, Traverse City, MI 49684-4714, hereby conveys and quit claims to CITY OF TRAVERSE CITY ("Grantee"), a municipal corporation, of Governmental Center, 400 Boardman Avenue, Traverse City, MI 49684, the following easement:

[DESCRIBED AT EXHIBITS "A" AND "B" HERETO]

The foregoing easement is subject to the following terms and conditions:

1. It is to be used only for a non-motorized recreational trail available to the general public, subject to such restrictions and regulations as the grantee may elect to impose from time to time (consistent with non-motorized use), but subject to the right of the authorized employees and agents of grantee to such motorized use as is necessary to construct, maintain, and patrol the trail, and to lend logistic support for non-motorized activities taking place thereon.

2. The easement shall include the right to cut vegetation within the easement, grade, excavate, fill, and improve the easement right-of-way, and to lay down and maintain such surfaces as deemed appropriate by grantee for the non-motorized recreational uses intended.

3. Grantee shall erect no fences or other structures, without the written consent of grantor, that would impede access to or across the easement by grantor.

4. Grantee shall also have the right, within the easement, to maintain existing vegetation and/or plant and maintain new vegetation for purposes of the establishment of an aesthetic landscape buffer.

5. Grantee shall unconditionally and absolutely indemnify, defend and hold Grantor, its officers, directors, shareholders, employees, lessees, and assigns, harmless from and against any loss, cost, liability, damage, claim or expense, including attorneys' and other defense costs, suffered or incurred by any of them by virtue of the establishment, the maintenance (or the failure to maintain), and/or the use of said easement by Grantee, its employees, agents, and the general public.

6. Due to the topography, grantee is also granted a temporary construction easement, 12 feet wide abutting each side of the easement, to accommodate construction operations, as well as site contouring, soil stabilization and landscaping. The construction easement terminates upon completion of construction.

7. Reference hereinabove to "grantor" shall include the grantor's successors and assigns of the servient estate. The interest granted hereby is assignable, but only to the following units of government: County of Grand Traverse; Township of Garfield (Grand Traverse County).

Consideration: Gift

Dated this 4th day of December, 1997.

In the Presence of:

Mark A. Burnheimer
Mark A. Burnheimer

Danyell J. Thornton
Danyell J. Thornton

EMERGENCY CONSULTANTS, INC.,
a Michigan corporation

By: James M. Johnson
James M. Johnson, M.D.
Its: President and Chief
Executive Officer

STATE OF MICHIGAN)
) ss.
COUNTY OF GRAND TRAVERSE)

The foregoing instrument was acknowledged before me this 4th day of December, 1997, by James M. Johnson, M.D., President and Chief Executive Officer of EMERGENCY CONSULTANTS, INC., on behalf of the corporation.

Mark A. Burnheimer
Mark A. Burnheimer
Notary Public
Grand Traverse County, Mich.
My Commission Expires: 2/21/98

This instrument prepared by and after recording, return to:
William M. Davison, Esq.
413 S. Union St. - PO Box 878
Traverse City, MI 49685-0878

194 194 194 194

Prepared for: GRAND TRAVERSE COUNTY

Boardman Lake Trail Easements

(Emergency Consultants Parcel - Tax Parcel No. 28 05 015 062 00)

A 20 foot wide easement for ingress, egress and the installation and maintenance of a recreational trail, described as being 10 feet either side of a described centerline across the following parcel:

Commencing at the Northwest corner of the South half of the Northeast quarter of the Southeast quarter, Section 15, Town 27 North, Range 11 West, Garfield Township, Grand Traverse County, Michigan; thence South 01°50' West, 130.5 feet; thence South 89°40' East, 250 feet, more or less, to the Point of Beginning; thence North 89°40' West, 250 feet, more or less; thence South 01°50' West, 199.5 feet; thence South 02°56' West, 44.87 feet; thence South 16°33' West, 269.57 feet; thence North 89°58' East, 181.32 feet; thence North 09°48' East, 182 feet, more or less; thence North 31°57' East, 76.13 feet; thence North 89°13' East, 7 feet; thence North 10°41' East, 95.91 feet; thence North 89°13' East, 195.8 feet; thence Northwesterly, along shore of Boardman Lake, to the Point of Beginning,

The centerline of said 20 foot wide recreational trail easement is more fully described as:

Commencing at the Southeast corner of the Northeast quarter of the Southeast quarter of said Section 15;

thence Westerly, 663.34 feet,

(previously described as 664.44 feet) along the South one-eighth line of said Section 15;

thence North 00°16'56" West, 118.35 feet,

to the Point of Beginning of said recreational trail centerline;

thence North 78°11'44" West, 60.37 feet;
thence North 69°44'01" West, 93.87 feet;
thence North 58°06'19" West, 79.60 feet;
thence North 09°57'34" West, 86.09 feet;
thence North 11°17'41" West, 38.89 feet;
thence North 53°57'10" West, 115.61 feet;
thence North 23°52'07" West, 122.47 feet;
thence North 24°54'59" West, 161.37 feet;
thence North 26°57'39" West, 130.28 feet;
thence North 04°01'25" West, 107.06 feet;
thence North 11°00'21" East, 172.89 feet;
thence North 53°08'15" East, 130.46 feet;
thence North 81°40'37" East, 169.81 feet;
thence North 22°06'48" East, 128.50 feet;
thence North 07°48'56" East, 118.63 feet;
thence North 08°45'30" West, 44.20 feet;
thence North 09°19'02" East, 75.33 feet;
thence North 05°45'42" East, 153.93 feet;
thence North 03°38'22" West, 161.90 feet;
thence North 13°19'33" East, 85.07 feet;
thence North 13°24'21" East, 107.40 feet;
thence North 27°28'39" East, 141.82 feet;
thence North 15°23'31" East, 213.15 feet;
thence North 08°15'34" West, 191.00 feet;
thence North 32°26'52" West, 145.16 feet;
thence North 39°57'57" West, 207.81 feet;
thence North 53°00'01" West, 175.16 feet.

Subject to other easements or restrictions, if any.

<small>All document information and data provided or furnished by Gourdie/Fraser & Associates, Inc. pursuant to the agreement for the Project are instruments of service to respect of the Project, and Gourdie/Fraser & Associates, Inc. shall retain all ownership and property interest therein (including the right of reuse) whether or not the Project is completed. The Client/Owner may quote and relate copies for information and reference in connection with the use and occupancy of the Project by Client/Owner and others; however, such documents are not intended or represented to be suitable for reuse by Client/Owner or others at other locations of the Project or on any other project. Any such reuse without written authorization or adoption by Gourdie/Fraser & Associates, Inc. for the specific purposes intended will be at Client/Owner's sole risk and without liability or legal recourse to Gourdie/Fraser & Associates, Inc. and Client/Owner shall indemnify and hold harmless Gourdie/Fraser & Associates, Inc., Gourdie/Fraser & Associates, Inc. Consultants and their heirs, successors and/or agents from all claims, damages, losses and expenses including attorney's fees arising out of or resulting therefrom.</small>								
 Gourdie/Fraser & Associates, Inc.	Consulting Engineers Surveyors Planners	124 West State Street P.O. Box 927 Traverse City, MI 49684 Ph: (616) 946-5874 Fax: (616) 946-3703	Scale: _____ Sheet <u>3</u> of <u>5</u>	<table border="1"> <tr> <td>DFS</td> <td>5-8-97</td> </tr> <tr> <td>REV.</td> <td></td> </tr> </table>	DFS	5-8-97	REV.	
	DFS	5-8-97						
REV.								
			Job No. 960188A					

EXHIBIT "A"

194 1002 10

Prepared for: GRAND TRAVERSE COUNTY

Boardman Lake Trail Easements

(Tax Parcel No. 28 05 015 058 00)

A 20 foot wide easement for ingress, egress and the installation and maintenance of a recreational trail, described as being 10 feet either side of a described centerline across the following parcel:

Commencing at the Northwest corner of South half of the Northeast quarter of the Southeast quarter, Section 15, Town 27 North, Range 11 West, Garfield Township, Grand Traverse County, Michigan; thence South 89°40' East, 112.2 feet to Point of Beginning; thence North 89°40' West, 112.2 feet; thence South 01°50' West, 130.5 feet; thence South 89°40' East, 250 feet, more or less, to the shore of Boardman Lake; thence Northwesterly along shore of Boardman Lake to the Point of Beginning,

The centerline of said 20 foot wide recreational trail easement is more fully described as:

Commencing at the Southeast corner of the Northeast quarter of the Southeast quarter of said Section 15;

thence Westerly, 663.34 feet,
(previously described as 664.44 feet) along the South one-eighth line of said Section 15;

thence North 00°16'56" West, 118.35 feet,
to the Point of Beginning of said recreational trail centerline;

- thence North 78°11'44" West, 60.37 feet;
- thence North 69°44'01" West, 93.87 feet;
- thence North 58°06'19" West, 79.60 feet;
- thence North 09°57'34" West, 86.09 feet;
- thence North 11°17'41" West, 38.89 feet;
- thence North 53°37'10" West, 115.61 feet;
- thence North 23°52'07" West, 122.47 feet;
- thence North 24°54'59" West, 161.37 feet;
- thence North 26°57'39" West, 130.28 feet;
- thence North 04°01'25" West, 107.06 feet;
- thence North 11°00'21" East, 172.89 feet;
- thence North 53°08'15" East, 130.46 feet;
- thence North 81°40'37" East, 169.81 feet;
- thence North 22°06'48" East, 128.50 feet;
- thence North 07°48'56" East, 118.63 feet;
- thence North 08°45'30" West, 44.20 feet;
- thence North 09°19'02" East, 75.33 feet;
- thence North 05°45'42" East, 153.93 feet;
- thence North 03°38'22" West, 161.90 feet;
- thence North 13°19'33" East, 85.07 feet;
- thence North 13°24'21" East, 107.40 feet;
- thence North 27°28'39" East, 141.82 feet;
- thence North 15°23'31" East, 213.15 feet;
- thence North 08°15'34" West, 191.00 feet;
- thence North 32°26'52" West, 145.16 feet;
- thence North 39°57'57" West, 207.81 feet;
- thence North 53°00'01" West, 175.16 feet.

Subject to other easements or restrictions, if any.

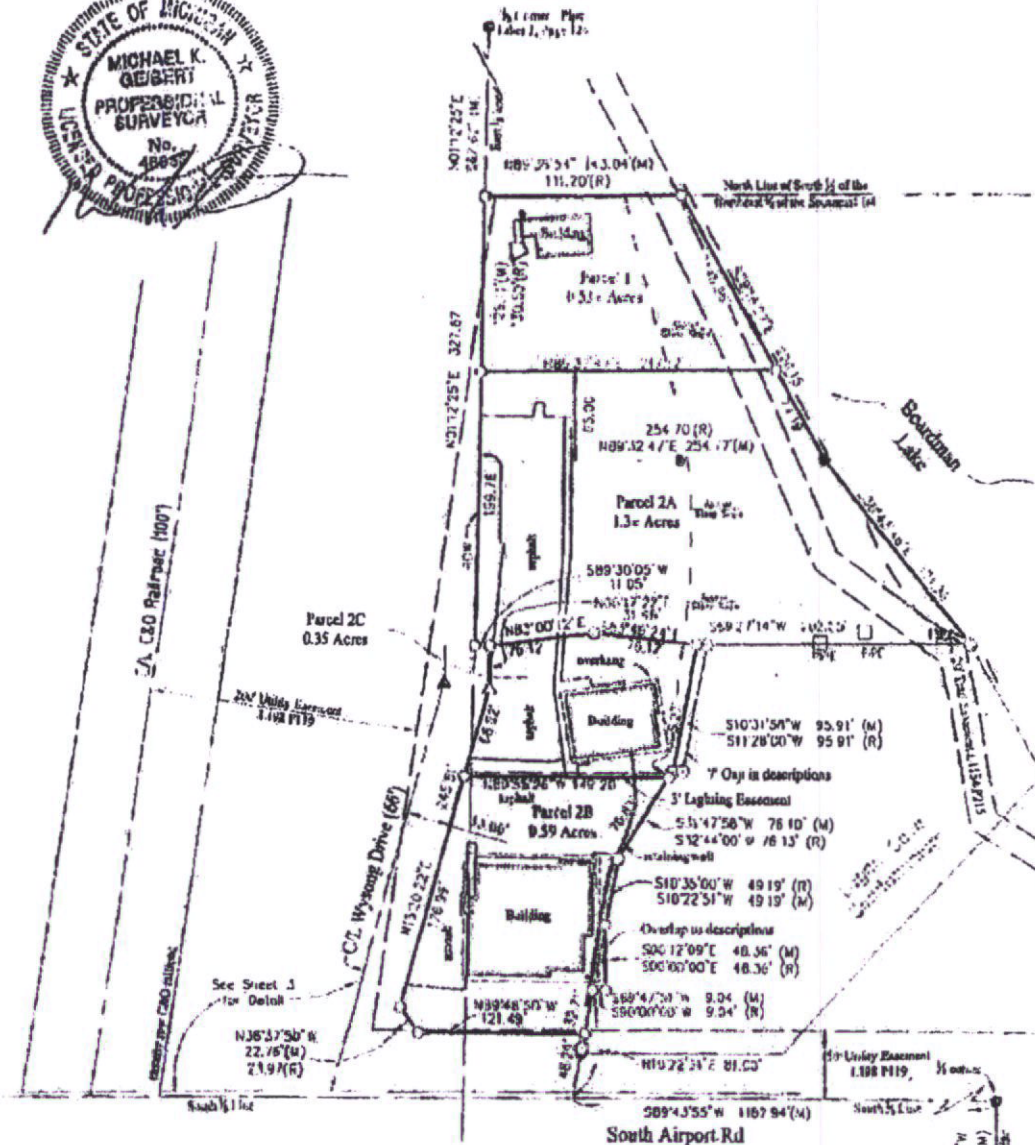
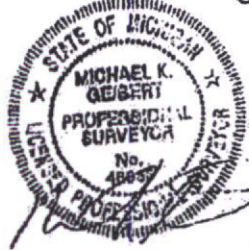
All document information and data provided or withheld by Gourdie/Fraser & Associates, Inc. pursuant to the agreement for the Project are instruments of service in respect of the Project, and Gourdie/Fraser & Associates, Inc. shall retain an ownership and property interest therein (including the right of reuse) whether or not the Project is completed. The Client/Owner may make and retain copies for information and reference in connection with the use and occupancy of the Project by Client/Owner and others; however, such documents are not intended or represented to be suitable for reuse by Client/Owner or others on extensions of the Project or in any other project, any such reuse without written verification or approval by Gourdie/Fraser & Associates, Inc., for the specific purpose intended will be at Client/Owner's sole risk and without liability or legal exposure to Gourdie/Fraser & Associates, Inc. and Client/Owner shall indemnify and hold harmless Gourdie/Fraser & Associates, Inc.; Gourdie/Fraser & Associates, Inc. Consultants; and their heirs, successors and/or assigns from all claims, damages, losses and expenses including attorney's fees arising out of or resulting therefrom.

 Gourdie/Fraser & Associates, Inc.	Consulting Engineers	174 West State Street P.O. Box 927 Traverse City, MI 49684	Scale:	DFS	5-8-97
	Surveyors	Ph: (616) 946-5874		CHK	REV
	Planners	Fax: (616) 946-3703	Sheet 4 of 5		

SW corner

\\fs1\Projects\2006\5590606 - EOI\dwg\Surv\559060828103.dwg (Cert) -- Apr 10, 2006 9:00am -- mikag

CERTIFICATE OF SURVEY



Legend

- Iron Found
- Iron Set
- Concrete Monument
- ⊙ Government Corner
- ▲ Nail Found
- △ Nail Set
- (R) Record
- (M) Measured

Notes:

The SW corner of the overhang for the building on parcel 2C is 10.1 north of the property line.

The asphalt parking lot for parcel 2B runs along the North property line, west of the retaining wall.

This survey is subject to municipal approval.

GRAPHIC SCALE: 1 inch = 100 feet



Notes:
Found station
typical 4" along 244°W 4.08'
from 100°W 10.00'
along S63°W 22.23'
from 100°W 10.00'

I, Michael K. Geisbert, a Professional Surveyor in the State of Michigan, do hereby certify that I have surveyed and herein described parcel(s), that the ratio of closure of the unsupervised trip measurements is within the limits and that I have fully complied with the requirements of P.A. 132 of 1973, as amended.

Wells Mansfield, Inc.
Civil Engineers, Surveyors, Architects
and Land Use Consultants
219 Delaware Drive • Troy, MI 48064
Tel: (313) 946-0300 Fax: (313) 946-8826

REAR: RASPER LOGS CO. CONDOMINIUM
Port of the SE 1/4
Section 15, 127N, R11W
Garfield Township, Grand Traverse County, Michigan

Emergency Consultants, Inc.
John Z. Smith, P.E., M.S.
41715
5570 N. 11th St.
Suite 100, UP 3

CERTIFICATE OF SURVEY

Parcel 1A: (per warranty deed as recorded in Liber 1167, page 763)

That part of the South 1/2 of the Northeast 1/4 of the Southeast 1/4 of Section 15, Town 27 North, Range 11 West, Garfield Township, Grand Traverse County, Michigan described as:

Beginning at the Northwest corner thereof; thence South 01°50' West, 195.5 feet; thence South 89°40' East, 254.75 feet to a point near the shore of Boardman Lake; thence Northerly along the shore to the North line of said South 1/2 of the Northeast 1/4 of the Southeast 1/4 of said section; thence North 89°40' West, 111.2 feet along said North line to the Point of Beginning. The side lines extend to the water edge of Boardman Lake. Excepting therefrom the South 65 feet

Parcel 1B: (as surveyed)

That part of the South 1/2 of the Northeast 1/4 of the Southeast 1/4 of Section 15, Town 27 North, Range 11 West, Garfield Township, Grand Traverse County, Michigan described as:

Commencing at the Southeast corner of said Section 15; thence North 00°51'50" West, 1309.60 feet along the East Section line to the South 1/8 line; thence along said 1/8 line South 89°43'55" West, 1182.94 feet; thence North 10°22'51" East, 48.29 feet to the south right-of-way of South Airport Road; thence North 89°48'50" West, 121.49 feet along said right-of-way; thence North 36°37'50" West, 22.76 feet along said right-of-way and to the easterly right-of-way of Wysong Drive; thence North 15°20'22" East, 245.51 feet along said right-of-way; thence North 00°17'22" East, 31.48 feet along said right-of-way; thence South 89°30'05" West, 11.05 feet along said right-of-way and to a point of the East 1/8 line; thence North 01°12'25" East, 199.76 feet along said right-of-way and 1/8 line to the Point of Beginning; thence North 01°12'25" East, 11 feet along said right-of-way and 1/8 line to the Northwest corner of the South 1/2 of the Northeast 1/4 of the Southeast 1/4 of said section; thence North 89°36'54" East, 143.04 feet along the North line of the South 1/2 of the Northeast 1/4 of the Southeast 1/4 of said section to Boardman Lake; thence along the shore of Boardman Lake South 29°16'27" East, 145.96 feet; thence South 89°32'47" West, 217.12 feet to the Point of Beginning.

Parcel 2: (per title commitment - file number: TC-06-1475)

That part of the Southeast quarter, Section 15, Town 27 North, Range 11 West, described as:

Beginning at the intersection of South Airport road centerline and the C&O Railroad East right-of-way; thence East, 305.42 feet; thence North 0°35' East, 75.80 feet; thence East, 9.04 feet; thence North 48.36 feet; thence North 10°35' East, 49.19 feet; thence North 32°44' East, 76.13 feet; thence North 11°28' East, 95.91 feet to the Point of Beginning; thence South 11°28' West, 95.91 feet; thence South 32°44' West, 76.13 feet; thence South 10°35' West, 49.19 feet; thence South 48.36 feet; thence West, 9.04 feet; thence South 10°35' West, 75.8 feet; thence West, 81.32 feet; thence North 16°33' East, 296.57 feet; thence North 02°56' East, 44.87 feet; thence North 11°50' East, 134.50 feet; thence East to Boardman Lake; thence Southerly along the shore to a point East of the Point of Beginning; thence West to the Point of Beginning, except the road right-of-way.

That part of the South 1/2 of the Northeast 1/4 of the Southeast 1/4 of Section 15, Town 27 North, Range 11 West, described as:

The South 65 feet of a parcel of land commencing at the Northwest corner of the South 1/2 of the Northeast 1/4 of the Southeast 1/4 of Section 15; thence South 01°50' West, 195.5 feet; thence South 89°40' East, 254.70 feet to a point near the shore of Boardman Lake; thence Northerly along the shore to the North line of the South 1/2 of the Northeast 1/4 of the Southeast 1/4; thence North 89°40' West, 111.2 feet to the Point of Beginning.

Located in the Township of Garfield, County of Grand Traverse, State of Michigan.

Parcel 2B: (as surveyed)

That part of the Southeast quarter, Section 15, Town 27 North, Range 11 West, Garfield Township, Grand Traverse County, Michigan described as:

Commencing at the Southeast corner of said Section 15; thence North 00°51'50" West, 1309.60 feet along the East Section line to the South 1/8 line; thence along said 1/8 line South 89°43'55" West, 1182.94 feet; thence North 10°22'51" East, 48.29 feet to the south right-of-way of South Airport Road; thence North 89°48'50" West, 121.49 feet along said right-of-way; thence North 36°37'50" West, 22.76 feet along said right-of-way and to the easterly right-of-way of Wysong Drive; thence North 15°20'22" East, 245.51 feet along said right-of-way; thence North 00°17'22" East, 31.48 feet along said right-of-way; thence South 89°30'05" West, 11.05 feet along said right-of-way and to a point of the East 1/8 line; thence North 01°12'25" East, 199.76 feet along said right-of-way and 1/8 line to the Point of Beginning; thence North 01°12'25" East, 11 feet along said right-of-way and 1/8 line to the Northwest corner of the South 1/2 of the Northeast 1/4 of the Southeast 1/4 of said section; thence North 89°36'54" East, 143.04 feet along the North line of the South 1/2 of the Northeast 1/4 of the Southeast 1/4 of said section to Boardman Lake; thence along the shore of Boardman Lake South 29°16'27" East, 145.96 feet; thence South 89°32'47" West, 217.12 feet to the Point of Beginning.

With 3 foot easement over the south 3 feet of Parcel 2C as described herein for the installation and maintenance of lighting for the parcel 2B as described herein.

Carl, a Professional Surveyor in the State of Michigan, do hereby certify that I have surveyed and hereon described parcel(s), that the ratio of closure of the unduplicated field observations is within the limits and that I have fully complied with the requirements of P.A. 132 of 1970, as amended.

Wells Mansfield, Inc.
Civil Engineers, Surveyors, Architects
and Land Use Consultants
20000 Dineen Drive • Traverse City, Michigan • 49684
Ph (231) 946-9310 Fax (231) 946-8920

DEAN, LANCE J. Civil Engineer

Port of the SE 1/4
Section 15, T27N, R11W
Garfield Township, Grand Traverse County Michigan

Emergency
Consultants, Inc.

DEAN, LANCE J. Civil Engineer

DEAN, LANCE J. Civil Engineer

DEAN, LANCE J. Civil Engineer

DEAN, LANCE J. Civil Engineer

DEAN, LANCE J. Civil Engineer

CERTIFICATE OF SURVEY

Parcel 2C (as surveyed)

Part of the Southeast quarter, Section 15, Town 27 North, Range 11 West, Garfield Township, Grand Traverse County, Michigan described as:

Commencing at the Southeast corner of said Section 15, thence North 00°51'50" West, 1309.60 feet along the East Section line to the South 1/8 line; thence along said 1/8 line South 89°43'55" West, 1182.94 feet; thence North 10°22'51" East, 48.29 feet to the south right-of-way of South Airport Road; thence North 89°48'50" West, 121.49 feet along said right-of-way; thence North 36°37'50" West, 22.76 feet along said right-of-way and to the easterly right-of-way of Wyssong Drive; thence North 15°20'22" East, 176.99 feet along said right-of-way and to the Point of Beginning; thence North 15°20'22" East, 68.52 feet along said right-of-way, thence North 00°17'22" East, 31.48 feet along said right-of-way; thence North 83°00'12" East, 76.12 feet; thence South 83°46'24" East, 76.12 feet; thence South 10°31'58" West, 95.91 feet, thence South 31°47'58" West, 5.27 feet; thence North 89°55'26" West, 149.20 feet to the Point of Beginning.

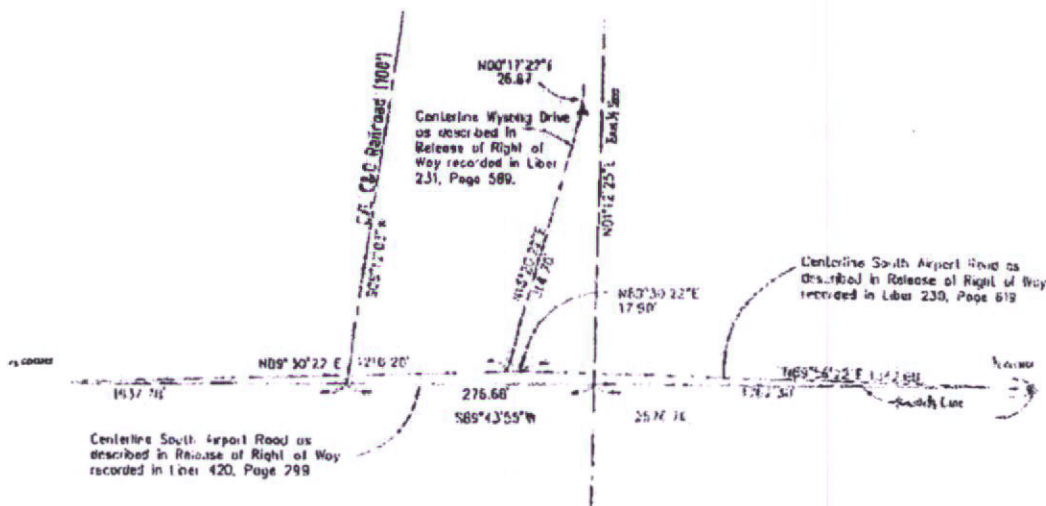
Subject to a 3 foot easement over the south 3 feet of Parcel 2C as described herein for the installation and maintenance of lighting for the benefit of parcel 2B as described herein.

Parcel 2A (as surveyed)

Part of the Southeast quarter, Section 15, Town 27 North, Range 11 West, Garfield Township, Grand Traverse County, Michigan described as:

Commencing at the Southeast corner of said Section 15; thence North 00°51'50" West, 1309.60 feet along the East Section line to the South 1/8 line; thence along said 1/8 line South 89°43'55" West, 1182.94 feet; thence North 10°22'51" East, 48.29 feet to the south right-of-way of South Airport Road; thence North 89°48'50" West, 121.49 feet along said right-of-way; thence North 36°37'50" West, 22.76 feet along said right-of-way and to the easterly right-of-way of Wyssong Drive; thence North 15°20'22" East, 245.51 feet along said right-of-way; thence North 10°17'22" East, 31.48 feet along said right-of-way to the Point of Beginning; thence South 89°30'05" West, 11.05 feet along said right-of-way to a point of the East 1/8 line; thence North 01°12'25" East, 199.76 feet along said right-of-way and 1/8 line; thence North 89°32'47" East, 217.12 feet to the shore of Boardman Lake; thence along the shore of Boardman Lake South 29°16'27" East, 74.19 feet; thence continuing along said South 38°43'48" East, 171.36 feet; thence South 89°27'14" West, 202.55 feet; thence North 83°46'24" West, 76.12 feet; thence South 13°00'12" West, 76.12 feet to the Point of Beginning.

DETAIL of Centerlines and 1/8 Lines. (Note to Scale)



I, Cort J. Mansfield, a Professional Surveyor in the State of Michigan, do hereby certify that I have surveyed and herein described parcel(s) that the ratio of closure of the unadjusted field observations is within the limits and that I have fully complied with the requirements of P.A. 132 of 1970, as amended.

Wells Mansfield, Inc.
Civil Engineers, Surveyors, Architects
and Land Use Consultants
2 Veterans Drive • Eastport City, Michigan • 49824
Ph: (231) 946-7310 Fax: (231) 946-8926

IN WITNESS WHEREOF, I have hereunto set my hand and seal.

Part of the SE 1/4
Section 15, T27N, R11W
Garfield Township, Grand Traverse County, Michigan

Emergency Consultants, Inc.

11000 ZSD

4-17-06

5:54 PM

3 of 1


Memorandum

The City of Traverse City



TO: Jean Derenzy, BRA Executive Director

COPY: R. Ben Bifoss, City Manager

FROM: Karrie A. Zeits, City Attorney 

DATE: August 11, 2011

SUBJECT: *City License Agreement with NMC*

You have asked me to outline the terms of the Recreational Trail License Agreement between Northwestern Michigan College and the City of Traverse City (the "License"). I have attached a copy of the License for reference.

The License provides the City with the right to use a strip of land running across property owned by the College for the purpose of constructing and maintaining a public non-motorized trail for recreation and transportation purposes. The right to construct and use the trail includes the ability to remove trees and brush next to the trail to maintain a safe trail and post signs and markers.

The term of the License is for 20 years and may be extended for additional periods of 15 years indefinitely. The License may only be terminated by the College if it provides the City with at least one year notice prior to the expiration of an existing term, by mutual agreement of the parties, or in the event that the City is in default under the License and does not cure such default within 60 days. Although the initial term of 20 years began on the date of the License, it may be reset to begin on the date construction begins on the trail.

In conclusion, under the License, the City has the right to use by contract a strip of land on the College's property for a recreational trail for at least 20 years from the date construction begins on the trail provided that there is no default by the City under the agreement, which the City is provided written notice of and fails to cure within 60 days.

Please let me know whether you have any questions, or if there is anything additional you would like me to do regarding this matter.

RECREATIONAL TRAIL LICENSE AGREEMENT

THIS LICENSE AGREEMENT (the "Agreement") is entered into this 2nd day of November, 2009, by and between Northwestern Michigan College, a Michigan community college, of 1701 East Front Street, Traverse City, Michigan 49684 (the "Licensor") and the City of Traverse City, a Michigan municipal corporation, of 400 Boardman Avenue, Traverse City, Michigan 49684 (the "Licensee").

A. Licensor owns certain real property located in the Township of Garfield, County of Grand Traverse and State of Michigan, as more particularly described on Exhibit A attached to this Agreement (the "Property").

B. Licensee desires to have the right to use a strip of land running across the Property, as also more fully described on Exhibit A attached to this Agreement, for the purpose of constructing and maintaining a public non-motorized trail for recreation and transportation (the "Trail").

C. Licensor is willing to grant to Licensee a non-exclusive license over the Trail to be used by Licensee for the purpose of constructing and maintaining a public non-motorized trail for recreation and transportation upon the terms and conditions of this Agreement.

NOW, THEREFORE, in reliance upon the RECITALS which are incorporated in this Agreement by reference, and the mutual covenants contained in this Agreement, the parties agree as follows:

1. Grant of License. Licensor grants to Licensee a non-exclusive license over the Trail, together with a right-of-way on, along and over the Trail. Licensor also grants to Licensee a non-exclusive license over the Property to temporarily enter and depart over the Property as necessary to construct and maintain the Trail; provided, however, that this right shall be exercised over routes that will occasion the least inconvenience to Licensor.

2. Scope of License. As part of the scope of the license granted pursuant to this Agreement, Licensee shall have the right to:

2.1 *Trail.* Erect, pave, construct, reconstruct, replace, remove, maintain and use the Trail.

2.2 *Trees and Brush.* From time to time remove any trees and brush located on or on either side of the Trail and remove and trim any brush or trees on the Property that, in the opinion of Licensee, presents a hazard by reason of danger of falling. Provided, however, that the removal of any trees shall require the prior consent of Licensor and further provided that Licensor shall retain the right to dispose of any trees so removed, at its option.

2.3 *Signs and Markers.* Erect trail signs and mark the location of the Trail by suitable markers set in the ground on the Trail.

3. Term of License. This Agreement shall commence upon the Effective Date and shall continue for a period of Twenty (20) years, unless earlier terminated in accordance with this Agreement. This Agreement shall be automatically extended for additional periods of fifteen (15) years each, unless Licensor presents written notice to Licensee of an intent to terminate the Agreement, which notice must be given in writing not less than one (1) year prior to the date of termination of any existing term. In the event of termination, Licensor agrees to consider relocation of the License if such relocation can be accommodated without impacting Licensor's intended use of the property. Notwithstanding the above, the parties recognize the importance of the Licensee's ability to secure the rights incorporated in this License in order to develop continuity for the recreational trail identified within the scope of the License. Although the initial term begins upon the effective date of this Agreement, the Licensor recognizes that the Licensee may request the re-establishment of the initial term to coincide with Licensee's construction of the trail incorporated within the scope of this License. In such event, the Licensor acknowledges to Licensee its intent to reset the initial term of this License Agreement to coincide with construction completion of the trail upon written request from Licensee.

4. Fee. In consideration for the license granted to Licensee pursuant to this Agreement, Licensee shall pay to Licensor a fee of One Dollar (\$1.00), receipt of which is hereby acknowledged.

5. Expenses. Licensee shall be responsible for any and all expenses associated with this Agreement, including, but not limited to, the construction, operation, maintenance and use of the Trail.

6. No Interference. Licensee's use, construction and maintenance of the Trail shall not unreasonably interfere with Licensor's use of the Property, including, but not limited to, any interruption to Licensor's utilities. Any interruption to Licensor's utilities shall not occur without the prior written consent of Licensor.

7. Damage. Licensee agrees to be responsible for and shall promptly repair any damage caused to the Property by it or its employees, agents, guests, invitees or licensees.

8. Laws and Regulations. Licensee shall, at its sole cost and expense, comply with the requirements of all laws and regulations, municipal (e.g., zoning), state and federal, now in force, or which may in the future be in force, which pertain to the Property and the operation of the Trail.

9. Termination. This Agreement may be terminated by the mutual agreement of the parties or if Licensee shall default in the performance or compliance with any of the agreements, terms, covenants or conditions in this Agreement for a period of sixty (60) days after written notice from Licensor to Licensee specifying the items in default.

10. Personal Property. All personal property of Licensee that is maintained on the Property shall be done so at Licensee's sole risk. Upon the termination of this Agreement, Licensee shall promptly remove all of its personal property without substantial injury to the Property and leave the Property in good condition, ordinary wear and tear excepted. In the event

that Licensee fails to remove any of its items of personal property, Licensor may remove such items and charge Licensee with the actual cost incurred by Licensor for such removal.

11. Third-Party Beneficiaries. This Agreement confers no right or remedies on any third party other than the parties to this agreement and their respective successors and permitted assigns.

12. Indemnification and Insurance.

12.1 *Assumption of Liability.* Licensee shall assume all liability for any injuries sustained including, but not limited to, all personal injuries, nuisances (public or private) or property damage on the Property during the term of this Agreement resulting from Licensee's (and its assigns) construction, operation and maintenance of the Trail or from its use of the Property, or from the use of the Trail by Licensee or its agents, guests, invitees or licensees.

12.2 *Indemnification.* To the extent that Licensee has an obligation to provide insurance coverage for such liabilities, Licensee shall, for and in consideration of this license being granted, indemnify and hold harmless Licensor, its directors, officers, agents, employees, successors and assigns from and for any and all damages, expenses, fees, costs, actual attorneys' fees, judgments, verdicts or awards, demands, rights, causes of actions, losses and claims associated with Licensee's construction, operation and maintenance of the Trail or use of the Property or from the use of the Trail by Licensee or its agents, guests, invitees or licensees or from or incident to the acts, errors or omissions of Licensee or its agents arising out of this Agreement. Licensee shall remain liable to Licensor for any deductible related to implementation of insurance coverage applied to either Licensee or Licensor under the provisions of this paragraph.

12.3 *Insurance.* Licensee shall obtain insurance of the types and in the amounts described below.

12.3.1 **Commercial General and Umbrella Liability Insurance.** Licensee shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$5,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall be at least twice the each occurrence limit. CGL insurance shall be written on an occurrence form and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal and advertising injury, and liability assumed under an insured contract including the tort liability of another assumed in a business contract. Northwestern Michigan College, its elected and appointed officials, employees, students, agents and volunteers shall be included as an insured under the CGL, and under the commercial umbrella, if any. This insurance shall apply as primary insurance with respect to any other insurance or self-

insurance programs afforded to Licensor. There shall be no endorsement or modification of the CGL to make it excess over other available insurance; alternatively, if the CGL states that it is excess or pro rata, the policy shall be endorsed to be primary with respect to the additional insured.

12.3.2 **Workers Compensation Insurance.** Licensee shall maintain workers compensation and employers liability insurance during all periods of time in which construction, repair, or maintenance is occurring under Licensee's direction on the Property. The commercial umbrella and/or employers liability limits shall not be less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.

12.3.3 **Commercial Property Insurance.** Licensee may, at its option, purchase insurance to cover its personal property. In no event shall Licensor be liable for any damage to or loss of personal property sustained by Licensee or its agents, guests, invitees or licensees whether or not it is insured, even if such loss is caused by the negligence of Licensor, its employees, officers, directors, or agents.

12.3.4 **Evidence of Insurance.** Prior to Licensee taking any action in relation to the property under this agreement, it shall furnish Licensor with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above. All certificates shall provide for 30 days' written notice to Licensor prior to the cancellation of any insurance referred to therein. Failure of Buildings to demand such certificate or other evidence of full compliance with these insurance requirements or failure of Licensor to identify a deficiency from evidence that is provided shall not be construed as a waiver of Licensee's obligation to maintain such insurance. Failure to maintain the required insurance may result in termination of this Lease at Licensor's option.

13. **No Representations.** Licensor makes no warranty or representation of any nature or kind regarding the condition, character, safety or use of the Property.

14. **Notices.** Any notice to Licensor or to Licensee shall be deemed to be given if and when mailed, with postage prepaid, to the respective address of Licensor or Licensee appearing in the first paragraph of this Agreement.

15. Assignment. Neither party shall assign this Agreement except upon the prior written consent of the other party.

16. Successors and Assigns. The covenants, conditions and agreements contained in this Agreement shall bind and inure to the benefit of Licensor and Licensee and their respective successors and permitted assigns.

17. No Waiver. The failure of either party to enforce any covenant or condition of this Agreement shall not be deemed a waiver of the right of either party to enforce each and every covenant and condition of this Agreement. No provision of this Agreement shall be deemed to have been waived unless such waiver is in writing and signed by both parties.

18. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan applicable to contracts made and to be performed in the State of Michigan.

19. Dispute Resolution. Any controversy or claim arising out of or relating to this Agreement, or breach thereof, shall be settled by irrevocable, binding arbitration, and such arbitration shall comply with and be governed by the Uniform Arbitration Act, Michigan Compiled Laws Section 600.5001, *et seq.* The substantive law of the State of Michigan shall apply, and a judgment may be entered in any court of competent jurisdiction based upon the final award of arbitration.


20. Entire Agreement. This Agreement contains and fully integrates the entire agreement between the parties and it shall not be modified in any manner except by an instrument in writing executed by the parties. If any term or provision of this Agreement or the application of the Agreement to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to any person or circumstance other than those as to which it is held invalid or unenforceable, shall not be affected, and each remaining term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law. There are no third party beneficiaries intended by the parties to this Agreement.


IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first above written.

WITNESSED:

LICENSOR:

Northwestern Michigan College

By: 
Cathy Jones


Director Campus Services

Its: Vice President of Finance and Administration

WITNESSED:

LICENSEE:

City of Traverse City

By: _____

Christopher M. Bzdok, Mayor

By: _____

R. Ben Billos, City Manager

By: _____

Debbra A. Curtiss, City Clerk

Dated: December 18, 2009

Approved as to form:

City of Traverse City

By: _____

Karrie A. Zeits, City Attorney

**EXHIBIT A
TO
LICENSE AGREEMENT**

(Legal Description of the Property and Identification of the Trail)

Legal Description of the Property: A parcel of land located in Garfield Township, Grand Traverse County, Michigan, and which is further located in that part of Section 15, Town 27 North, Range 11 West, as more fully described as follows:

PRT OF E 1/2 SEC 15 T27N R11W COM N'LY ROW SYBRANDT RD
& E'LY ROW C&O RR TH N 89 DEG 56' E 276.49' TH N'LY ALG
SHORE BOARDMAN LK TO N SEC LN TH N 89 DEG 49' W 91.24'
TH S'LY ALG E'LY ROW C&O RR TO POB ALSO INCL COM INTRS
W LINE C&O RR ROW & E/W 1/4 LINE SEC 15 TH N 8 DEG 45' E
1169.44' TO POB TH N 79 DEC 34' W 77.16' TH N 85 DEG 53' W
163.34' TH S 77 DEC 39' W 218.16' TH N 53 DEG 49' W 5.55'

Identification of the Trail: A strip of land located between the shore of Boardman Lake and an elevation of 610 feet, approximately 3,400 feet in length, along the east boundary of the Property.

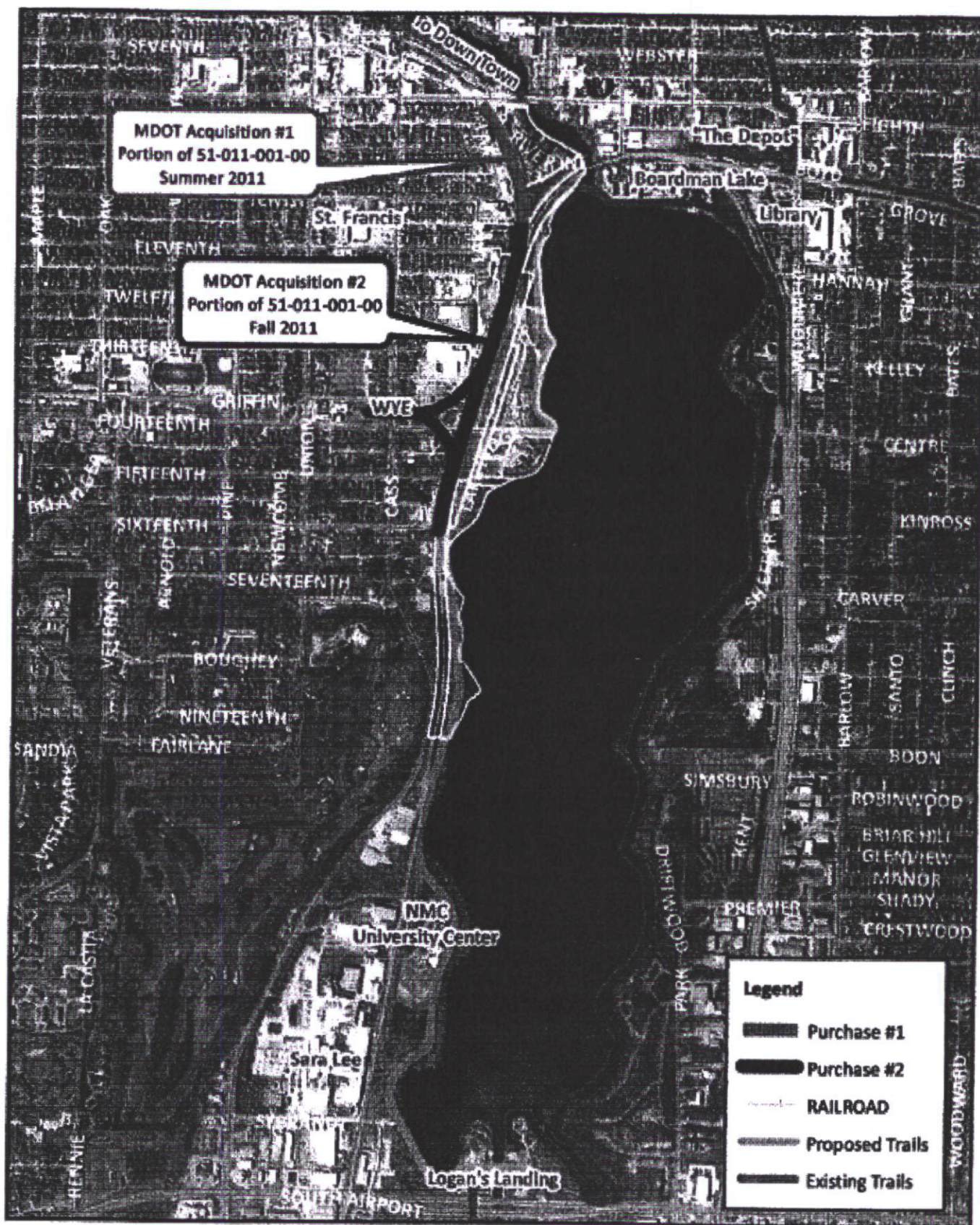


Figure Three - GTC LBA Property Acquisition Map

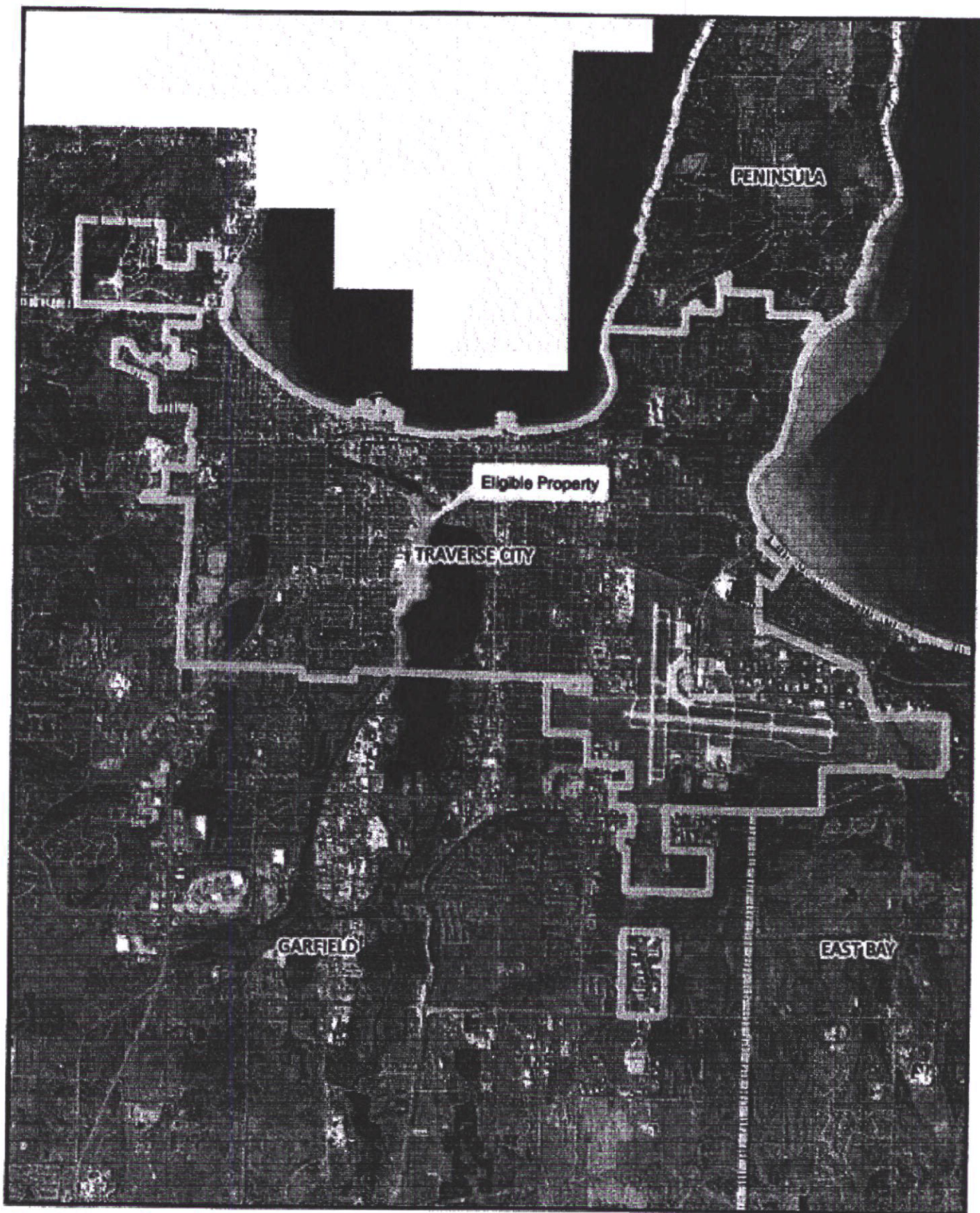


Figure One - Scaled Property Location Map

Grand Traverse County, Planning & Development

0 0.125 0.25 0.5 0.75 Miles



6.22.11



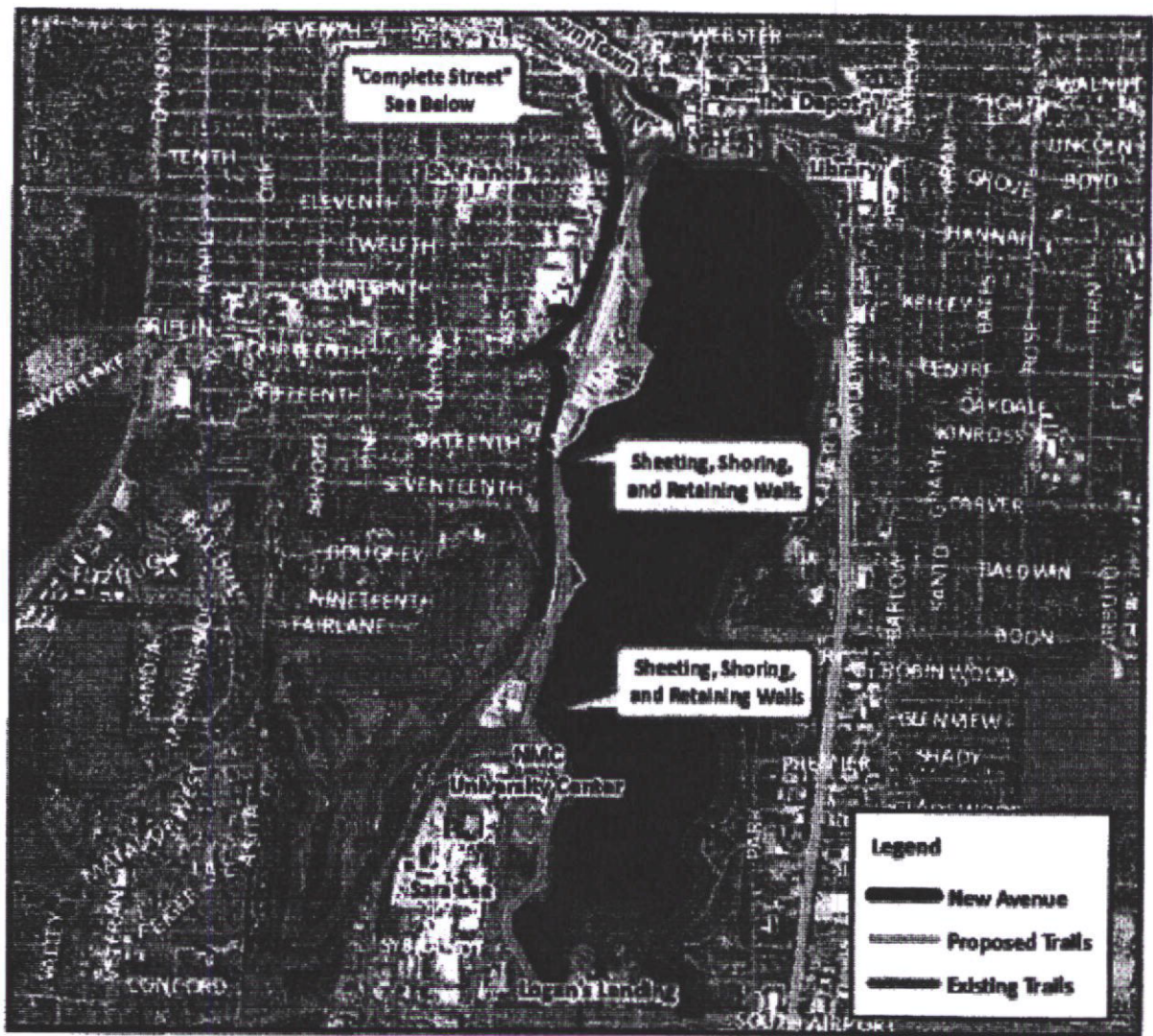
Figure Two - Eligible Property Boundary Map

Grand Traverse County, Planning & Development

0 0.02 0.04 0.08 0.12 Miles



Rev Date 7-25-2011



Boardman Lake Avenue Cross Section

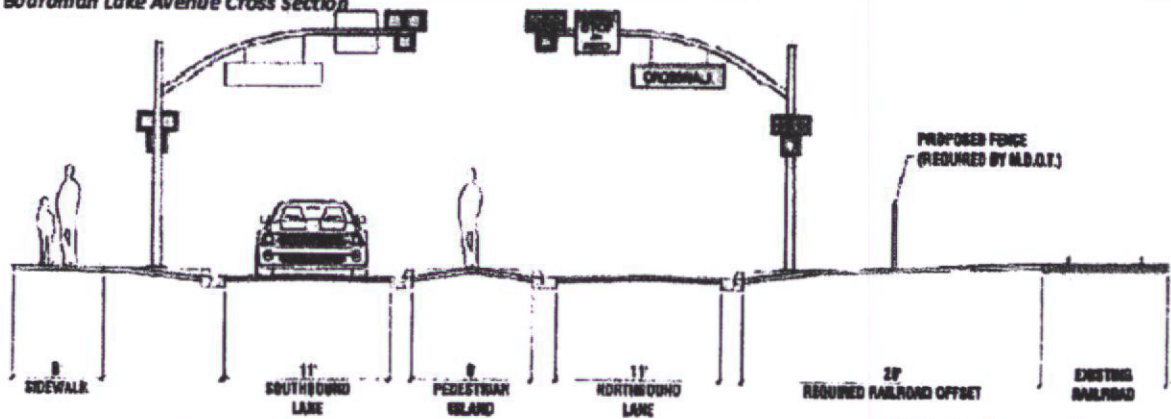


Figure Four - General Public Infrastructure Improvement Map

Grand Traverse County, Planning & Development

0 0.05 0.1 0.2 0.3 Miles



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gfa Gourdie-Fraser



FIGURE 5

Boardman Lake Avenue Corridor - South Section go Gourdie-Fraser



FIGURE 6

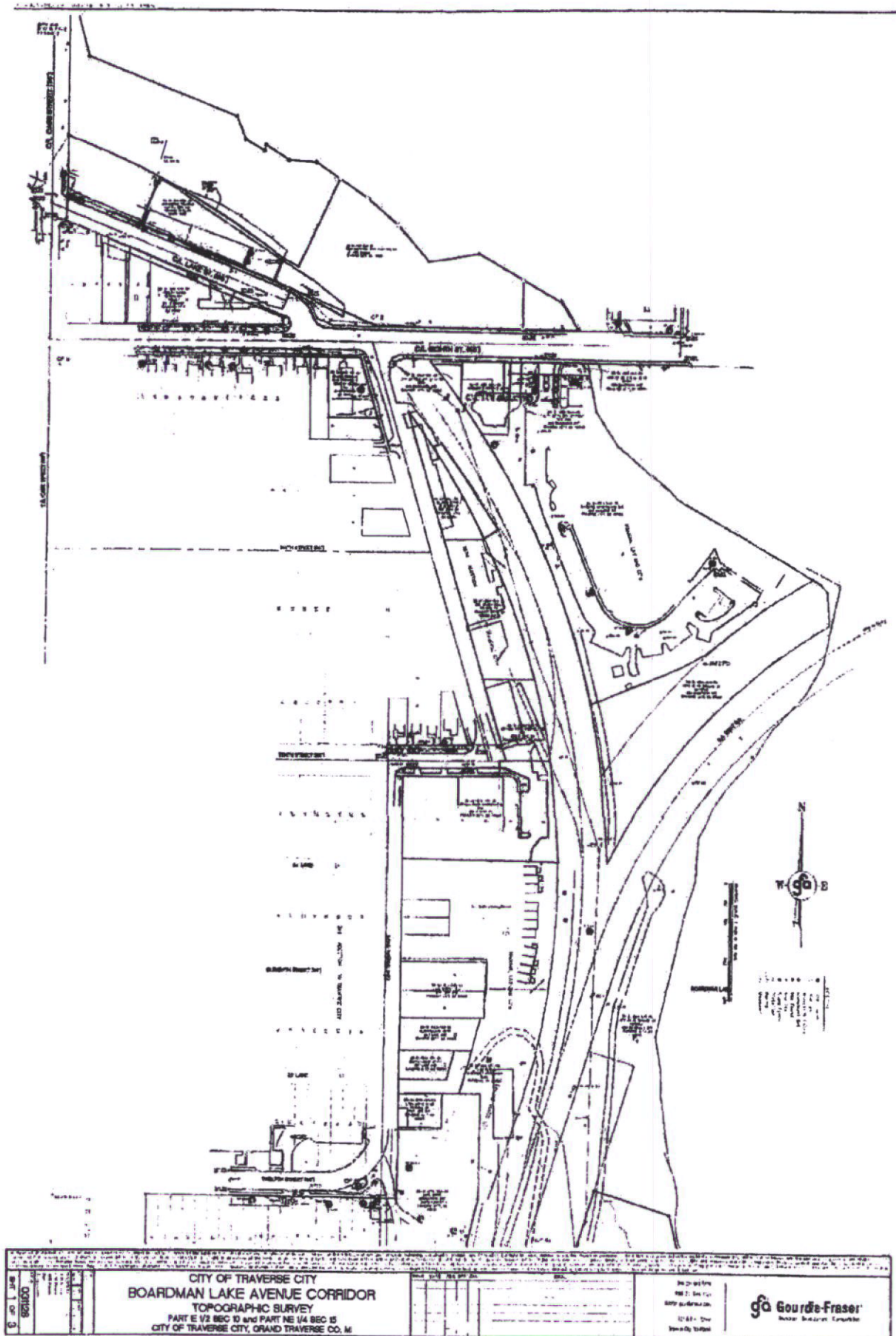
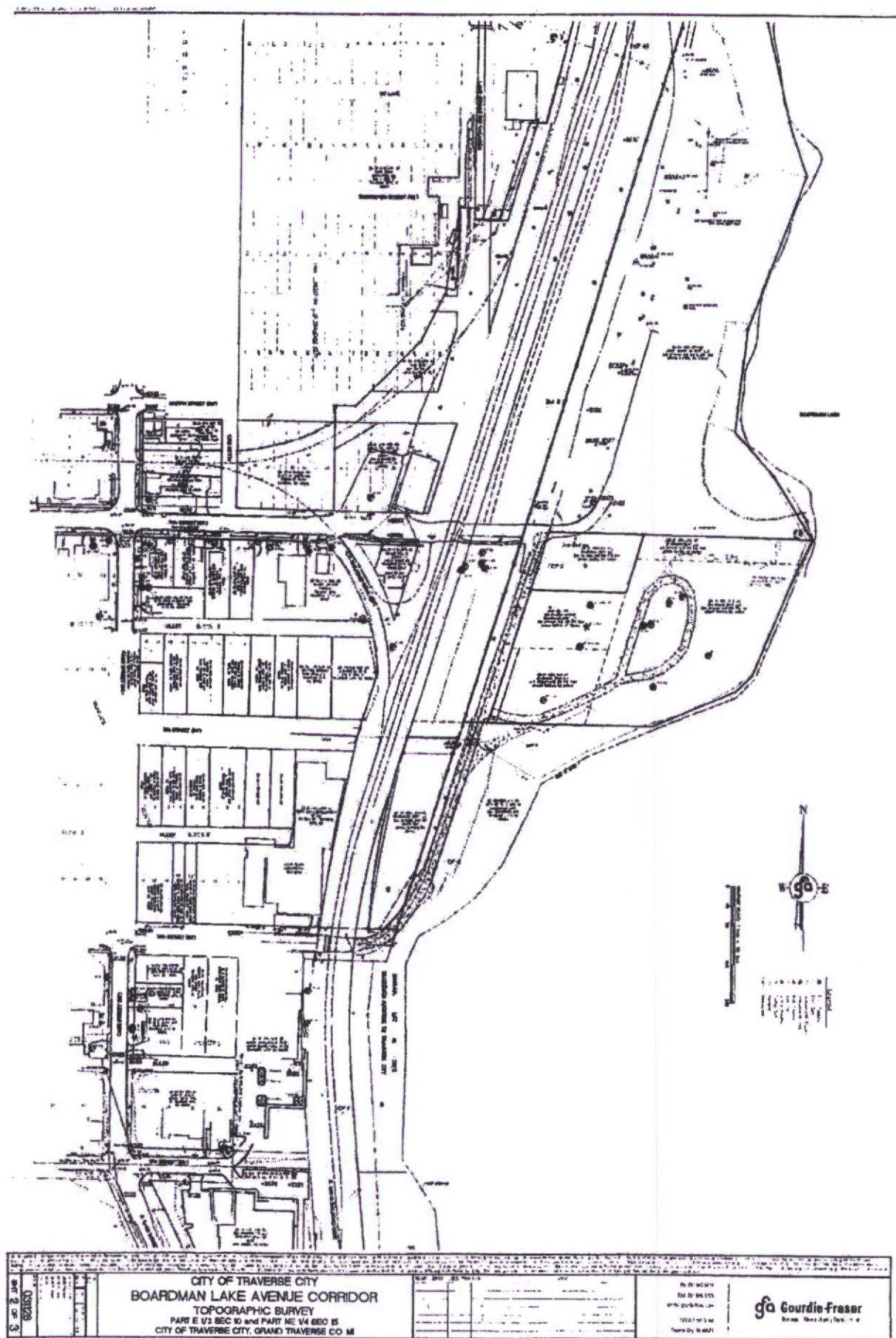


FIGURE 7



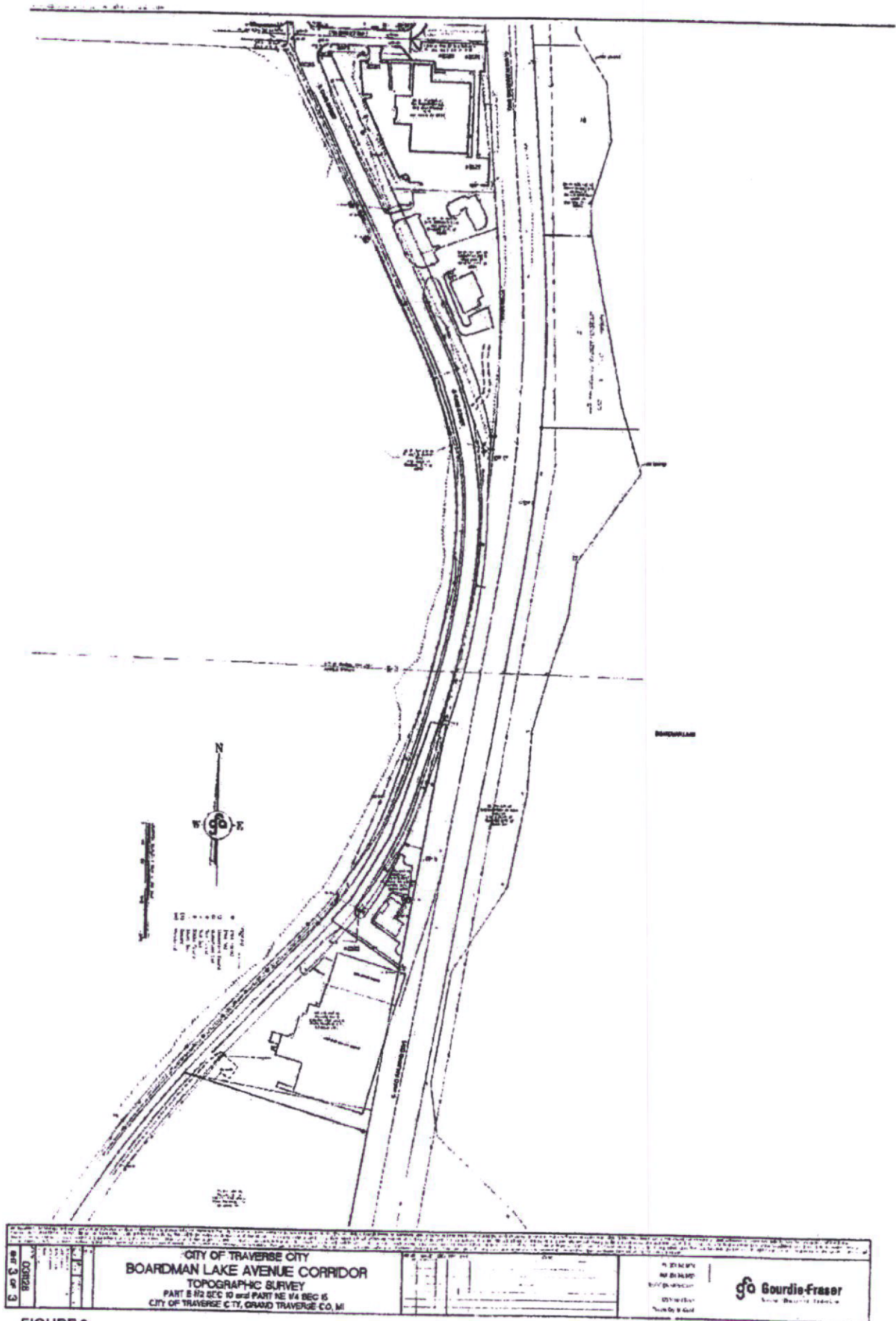


FIGURE 9

TABLE 1

MEGA Eligible Activities

EXHIBIT F

**Brownfield Plan Amendment #02
with County and City Resolutions**

RESOLUTION

201-2010

Approval of Amended Brownfield Plan Boardman Lake Avenue / Pathway for Trail System

WHEREAS, The Brownfield Redevelopment Authority met in regular session on September 29, 2010 and reviewed the Amendment to the Brownfield Plan for Boardman Lake Avenue and the Pathway Trail System with recommendation for approval; and,

WHEREAS, the Amendment to said Plan is for the inclusion of additional public infrastructure needed to complete the construction of Boardman Lake Avenue and the completion of the multi-use Pathway around Boardman Lake; and,

WHEREAS, the Amendment to said Plan identifies an increase in the overall plan for Michigan Economic Growth Authority activities from \$3,339,347.00 to \$10,713,850.00 and are detailed on Table 1, which is made a part of resolution; and,

WHEREAS, environmental activities remain unchanged at \$758,461.00 and are detailed on Table 2, which is made a part of resolution; and,

WHEREAS, Boardman Lake Avenue has been identified as a top transportation project for the City of Traverse City; and,

WHEREAS, The trail system will complete a non-motorized pedestrian pathway/trail around the entire Boardman Lake; and,

WHEREAS, The Grand Traverse County Land Bank Authority will purchase the rail right-of-ways to allow for the building of Boardman Lake Avenue and the trail system due to the positive economic impact as allowed for in statute; and,

WHEREAS, properties within Amended Brownfield Plan are in the City of Traverse City; as identified on Attachment A.

NOW, THEREFORE, BE IT RESOLVED, THAT:

1. The Brownfield Plan constitutes a public purpose and will facilitate investment and redevelopment of the properties in the Amended Brownfield Plan
 - a. In particular, the Brownfield Plan Amendment will provide improved access to downtown Traverse City.
 - b. The Brownfield Plan Amendment will divert approximately 18,000 cars per day from these residential neighborhoods.
 - c. The Brownfield Plan Amendment will facilitate new residential development to the City of Traverse City.
 - d. The Brownfield Plan will provide valuable access to Boardman Lake through the trail system.

2. The Brownfield Plan is consistent with the requirements of Section 14(1) of Act 381 (MCL 125.2664), in particular:
- a. The Brownfield Plan provides all of the information required in Section 13 of Act 381 (MCL.2663).
 - b. Financing the costs of eligible activities will be through the capture of tax increment revenue.
 - c. The costs of eligible activities proposed are reasonable and necessary to carry out the purposes of the Brownfield Financing Act.

(See file for attachments)

Dated: October 27, 2010

I HEREBY CERTIFY THIS COPY TO BE A
TRUE AND CORRECT COPY OF THE RECORD ON
FILE WITH THE OFFICE OF COUNTY CLERK
LINDA COBURN
GRAND TRAVERSE COUNTY CLERK
BY: *Linda Coburn*
DEPUTY COUNTY CLERK
DATE: November 30, 2010

The City of Traverse City

Office of the City Clerk

GOVERNMENTAL CENTER
400 Boardman Avenue
Traverse City, MI 49684
(231) 922-4480
tcclerk@ci.traverse-city.mi.us



RESOLUTION

Findings for Concurrence for Amended Brownfield Plan Boardman Lake Avenue / Pathway for Trail System

- BECAUSE, The Brownfield Redevelopment Authority met in regular session on September 29, 2010 and reviewed the Amendment to the Brownfield Plan for Boardman Lake Avenue and the Pathway Trail System with recommendation for approval;
- BECAUSE, Properties within Amended Brownfield Plan are in the City of Traverse City;
- BECAUSE, Pursuant to Act 381, concurrence must be received by the governmental unit in which brownfield plan lies, being the City of Traverse City;
- BECAUSE, The Amendment to said Plan is for the inclusion of additional public infrastructure needed to complete the construction of Boardman Lake Avenue and the completion of the multi-use Pathway around Boardman Lake;
- BECAUSE, The Amendment to said Plan identifies an increase in the overall plan for Michigan Economic Growth Authority activities from \$3,339,347.00 to \$10,713,850.00 and are detailed on Table 1, which is made a part of resolution;
- BECAUSE, Environmental activities remain unchanged at \$758,461.00 and are detailed on Table 2, which is made a part of resolution;
- BECAUSE, Boardman Lake Avenue has been identified as a top transportation project for the City of Traverse City;
- BECAUSE, The trail system will complete a non-motorized pedestrian pathway/trail around the entire Boardman Lake;
- BECAUSE, The Grand Traverse County Land Bank Authority will purchase the rail right-of-ways to allow for the building of Boardman Lake Avenue and the trail system due to the positive economic impact as allowed for in statute; now, therefore, be it


RESOLVED, That

1. The Brownfield Plan constitutes a public purpose and will facilitate investment and redevelopment of the properties in the Amended Brownfield Plan.

Boardman Lake Avenue / Pathway for Trail System Resolution - Page 2

- a. In particular, the Brownfield Plan Amendment will provide improved access to downtown Traverse City.
 - b. The Brownfield Plan Amendment through the construction of Boardman Lake Avenue will divert 50 to 80% of the daily traffic off of the residential neighborhoods from Cass and Union Streets.
 - c. The Brownfield Plan Amendment will facilitate new residential development to the City of Traverse City.
 - d. The Brownfield Plan will provide valuable access to Boardman Lake through the trail system.
2. The Brownfield Plan is consistent with the requirements of Section 14(1) of Act 381 (MCL 125.2664), in particular:
- a. The Brownfield Plan provides all of the information required in Section 13 of Act 381 (MCL.2663).
 - b. Financing the costs of eligible activities will be through the capture of tax increment revenue.
 - c. The costs of eligible activities proposed are reasonable and necessary to carry out the purposes of the Brownfield Financing Act.

I hereby certify that the above Resolution was adopted by the Traverse City City Commission at its regular meeting held on November 1, 2010, in the Commission Chambers of the Governmental Center, 400 Boardman Avenue, Traverse City, MI.



Debra A. Curtiss, MMC, City Clerk

EXHIBIT E
Assignment of Option Agreement

ASSIGNMENT OF OPTION AGREEMENT

This Assignment of Option Agreement dated the 25th day of May, 2011, by THE CITY OF TRAVERSE CITY, a Michigan municipal corporation, of 400 Boardman Avenue, Traverse City, Michigan 49684 ("City") and the GRAND TRAVERSE COUNTY LAND BANK AUTHORITY, a Michigan land bank authority, ("Land Bank Authority").

WHEREAS, the City has entered into an Option Agreement dated the 18th day of October, 2010, to purchase real property located in the Township of Garfield, Grand Traverse County (the "Property"), the Option Agreement and amendments thereto are attached hereto as Attachment A; and

WHEREAS, the Property is necessary for the re-location of a railroad wye located within the City of Traverse in order to enable the construction of West Boardman Lake Avenue or other redevelopment located within the a Brownfield Redevelopment Area adopted by the Grand Traverse County Brownfield Redevelopment Authority ("GTCBRA") as part of a Brownfield Redevelopment Plan dated October 27, 2010, as amended (the "Plan"); and

WHEREAS, the Land Bank Authority intends to use Local Tax Capture through the Grand Traverse County Brownfield Authority to reimburse the purchase price;

WHEREAS, the City desires to assign the Option Agreement to the Land Bank Authority so that the property acquisition is eligible for reimbursement from the Plan's Brownfield Funds; and

WHEREAS, the Land Bank Authority desires to accept the assignment and purchase the Property on the terms and conditions contained herein;

NOW THEREFORE, the parties agree as follows:

1. Assignment of Option Agreement. The City hereby assigns and the Land Bank Authority hereby accepts the assignment of the Option Agreement based on the following occurrence:

a. City of Traverse City shall reimburse of an Updated Phase One or other environmental reports re property. Environmental Consultant shall be selected by t with cost of same to be paid by the LBA and reimbursed w

2. Subsequent use of the Property. Upon the (the railroad wye to the Property, a portion of the Property Attachment B shall be utilized for construction of a railroad Michigan Department of Transportation (MDOT) and sha MDOT as required by MDOT and as requested by the Cit

Exhibit E

event that the City does not make a determination to relocate the railroad wye, section 5 provisions shall apply. Additionally, a determination with respect to the disposition of the remaining portion of the Property shall be agreed upon by the City and the Land Bank Authority, with any subsequent proceeds of remaining property to be returned to the Brownfield Redevelopment Authority Boardman Lake Avenue Trail Pathway Account.

3. Construction of the Wye. The City shall be solely responsible for construction of the railroad wye utilizing funds available from the GTCBRA and shall defend, indemnify, and hold the Land Bank harmless against and from all liabilities, losses, damages, costs, expenses (including attorney fees), causes of action, suits, claims and demands for judgment arising out of construction of the railroad wye to the extent it has insurance coverage for such claims. Additionally, the City shall obtain its consultant's or its contractor's agreement to defend, indemnify and hold the parties to this Agreement harmless against and from all liabilities, losses, damages, costs, expenses (including attorney fees), causes of action, suits, claims and demands for judgment arising out of construction of the railroad wye and any contract for construction or design of the railroad wye shall require that the Land Bank Authority be named as an additional name insured on the contractor or consultant's policy of insurance.

4. Grant of Construction Easement. In the event that the City requests to construct the railroad wye, the Land Bank Authority shall grant the City an easement for construction of the railroad wye in the form attached hereto as Attachment C within 30 days from the date of such request.

5. Purchase of Property by the City. Upon the occurrence of the following, the City agrees to purchase the property from the Land Bank Authority:

a. The City does not construct the railroad wye within five years of the date of this Agreement.

The City shall purchase the property in its "as is" condition from the Land Bank Authority for the purchase price paid by the Land Bank Authority, plus any costs of closing and any holding costs incurred by the Land Bank Authority. The Land Bank Authority shall give the City written notice of this occurrence and the City shall purchase the Property from the Land Bank Authority within 90 days of the date of the notice provided to the City. The Land Bank Authority may, in its sole discretion, waive the requirement that the City purchase the Property pursuant to this paragraph. The LBA shall return all proceeds to the Brownfield Authority Boardman Lake Avenue,

6. Execution in Counterparts. This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.

7. No Waiver. No waiver by any party of any default by another party in the performance of any portion of this Agreement shall operate or be construed as a waiver of any future default, whether like or different in character.

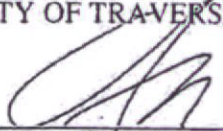
8. Entire Agreement. This Agreement, together with all items incorporated herein by reference, constitutes the entire agreement of the parties and there are no valid promises, conditions or understandings which are not contained herein. It is understood that should the Consultant recommend further work concerning the project, the City is under no obligation to engage the Consultant in such work.

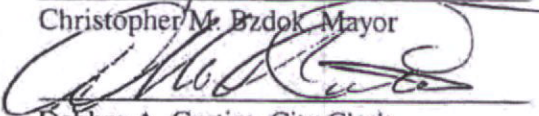
9. Authority to Execute. The parties agree that the signatories appearing below have the authority and are duly authorized to execute this Agreement on behalf of the party to this Agreement.

10. Digital Signatures. The parties hereto acknowledge and agree under the Uniform Electronic Transactions Act, MCL 450.832, *et seq.* that this Agreement may be executed with the electronic signature of any person authorized and required to sign on behalf of the parties hereto.

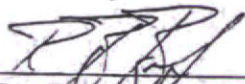
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first above written.

CITY OF TRAVERSE CITY

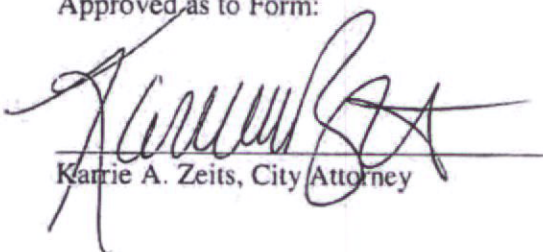

Christopher M. Bzdok, Mayor


Debra A. Curtiss, City Clerk

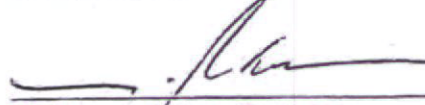
Approved as to Substance:


R. Ben Bloss, City Manager

Approved as to Form:

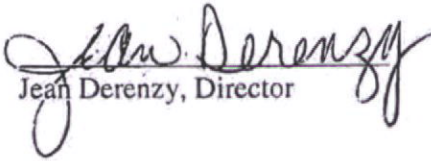

Karrie A. Zeits, City Attorney

GRAND TRAVERSE COUNTY LAND
BANK AUTHORITY



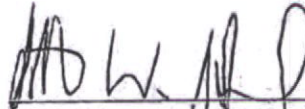
William J. Rokos, Chairman

Approved as to Substance



Jean Derenzy, Director

Approved as to Form



Scott Howard, Attorney for LBA

ATTACHMENT A

OPTION AGREEMENT

This Agreement made this 18 day of October, 2010 by Susan S. Riley, Optionor ("Sellers") and the CITY OF TRAVERSE CITY, a Michigan municipal corporation, Optionee ("Buyers") of 400 Boardman Avenue, Traverse City, Michigan 49684 ("City")

WHEREAS, Seller owns certain real property located in the Township of Garfield, County of Grand Traverse, State of Michigan, and more fully described in the attached Exhibit A, attached hereto and made a part hereof (the "Property"); and

WHEREAS, the City desires to seek an option to purchase the Property for the purpose of relocating a railroad Y (the "Purpose"); and

WHEREAS, the Seller and City understand and agree that the Property may not be used for the Purpose without MDOT and railroad approval of the Property for the Purpose;

NOW THEREFORE, in consideration of the covenants contained in this agreement, the parties agree as follows:

1. Grant of Option. For and in consideration of the covenants contained in this Option Agreement ("Agreement") and the sum of \$5,000.00 (the "Option Money"), which shall be submitted to Seller by the City within 10 days from the date of this Option Agreement, Seller grants to City the exclusive right and privilege of purchasing, on the terms and conditions contained in this Agreement, the Property.
2. Purchase Price. In the event that this Option is exercised by the City, the total purchase price for the Property will be \$ 315,000.00. The purchase price will be paid in cash at the closing and on delivery of the Seller of a good and sufficient Warranty Deed transferring the Property.
3. Term of Option. The Option granted in this Agreement will expire 135 days after the date of this Agreement. The City will have the option of extending the option term for an additional 45 day period on written notice to the Seller of its intent to extend the Option.
4. Exercise of Option. The Option granted by this Agreement may be exercised by City giving Seller written notice of its intent to exercise at any time during the option period, or as it may have been extended as provided for in this Agreement.
5. Title Commitment. Seller shall provide the City with a commitment for an ALTA Owner's Policy of Title Insurance within 30 days of the date of this Option. If the commitment discloses any defects in title, Seller shall take reasonable steps to cure or obtain insurance over them within a reasonable time thereafter.
6. Termination of Option. During the Option term or any extension period as provided for in this Agreement, the City may terminate this Option for any reason by

Oct. 18. 2010 03:06 PM Coldwell Banker 231 929 2322

written notice to the Seller. In the event that this Option is terminated or not exercised by the City, the Option Money shall be retained by the Seller and the parties shall have no further rights or obligations under this Agreement.

7. Closing and Possession. The consummation of the purchase and sale under this Option will occur at closing, which will take place within 60 days of the exercise of the Option by the City and possession of the Property will be delivered to the City at closing.

8. Inspection and Tests. Prior to and after exercising the Option granted by this Agreement, the City shall have reasonable access to the Property for the purpose of conducting or undertaking a survey of the premises, topographical studies, soil borings and any other inspection and test which, in the City's discretion, are necessary to determine the suitability of the land. The City and any firms or persons designated by it shall have the right to enter on the Property to conduct the above tests and surveys. The City will be responsible for payment of any of the mentioned tests, and the City will, in the event this Option is not exercised, be responsible for returning the Property to substantially the same condition it was in prior to the undertaking of any tests. The City shall indemnify and hold Seller harmless from all liability, claims, losses, damages, costs and expenses, including attorney fees, arising out of or resulting from the performance of any such inspection and testing.

9. Property Damage. The Seller shall maintain insurance on the Property and the buildings, fixtures and equipment on the Property during the term of this Agreement. In the event that the buildings, fixtures, and equipment on the Property are destroyed by fire or otherwise prior to the City exercising this Option, all proceeds of insurance or claims under the insurance policies shall accrue to the benefit of the Sellers. In the event that the buildings, fixtures, and equipment on the Property are destroyed by fire or otherwise after the City exercising this Option and prior to Closing, the City may terminate this Agreement by written notice to Seller. Upon receipt of this notice, this Agreement shall be void, and the parties shall have no further duty to one another. If City does not send notice of termination, the closing shall occur and all proceeds of insurance or claims under the insurance policies shall accrue to the benefit of the City.

10. Disclosure Statement. Unless otherwise disclosed in the "Real Estate Transfer Disclosure Statement," Seller warrants that there are no lawsuits, health department, condemnation, zoning or other proceedings pending nor are there any unpaid bills resulting from improvement made to the Property within the last ninety (90) days which may give rise to the filing of a mechanic's lien. Seller warrants that Seller is not aware of any functional defects in the Property other than as set forth in the Disclosure Statement. If Seller has not previously provided the Purchaser with a completed copy of the Disclosure Statement, Seller shall do so upon execution of this Agreement. The City shall have a period of 72 hours from the receipt of the Disclosure Statement to determine the existence of any material defects which may impact the Purchase Price. If the City determines that a material defect is present, the parties shall negotiate in good faith relative to the defect. If no resolution is reached within 14 calendar days, then either party may terminate this Agreement and the Option Money shall be returned to the City.

Oct-18-2010 03:06 PM Coldwell Banker 231 929 2322

11. Remedies for Default. In the event that Seller defaults in the observance or performance of its covenants and obligations under this agreement and such default continues for five (5) consecutive days after the date of written notice from City demanding cure of the default, the City shall be entitled to sue Seller for specific performance of this agreement or to sue for and receive from Seller damages in an amount equal to the City's out of pocket expenses in connection with the transaction, including the return of the Option Money.

12. Provisions Applicable After Exercise of Option. In the event that the City exercises the Option granted in this Agreement and in lieu of a separate Purchase and Sale Agreement, the following provisions along with the above applicable provisions will apply, and, where applicable, will survive the closing and be incorporated into the Warranty Deed delivered to the City at Closing:

A. Evidence of Title. As evidence of title, Seller agrees to furnish to City a policy of title insurance issued by an acceptable title company to the City in an amount not less than the purchase price, bearing a date of the date of closing and guaranteeing marketable title to the Property, free and clear of encumbrances, except easements and restrictions shown on the title commitment provided pursuant to Paragraph 5 and accepted by the City in writing.

B. Owner's Affidavit. At closing, the Seller shall execute an Owner's Affidavit affirming that there have not been any repairs, alterations, remodeling, or new construction on the Property in the last 90 days.

C. Closing Costs.

a. Seller's Closing Costs. Seller shall pay any transfer tax due on the transfer of the Property, the cost of the title commitment insurance, the costs (including recording costs) of any cure of title defects required of Seller under this agreement and the fees and expenses of Seller's own attorneys.

b. City's Closing Costs. The City shall pay the costs of any Surveys or inspections done on the Property, the costs of the City's own attorneys, and the recording costs of the Warranty Deed given by the Seller.

c. Other. The Seller and the City shall split equally the cost of closing charged by the title insurance company.

D. Taxes and Special Assessments. Real Estate property taxes on the Property shall be prorated and adjusted as of the date of the closing in accordance with local custom. All special assessments or installments which have been assessed or are due and owing against the Property as of the date of closing will be paid in full by the Seller.

E. **Time is of the Essence.** Time is of the essence in the transaction contemplated by this Agreement.

F. **Assignment.** The City may in its sole discretion assign its rights and responsibilities under this Agreement.

G. **Binding.** This agreement will bind and inure to the benefit of the parties and their respective heirs, legal representatives, successors, and assigns.

H. **House Removal.** On or before closing, Seller to advise Purchaser in writing intent to remove (within in 90 days of closing) the house from the property except for the foundation. Seller agrees to continue to maintain insurance. Removal date may be extended to within 20 days of Spring 2011. Frost Laws, if necessary. Removal shall be performed by a licensed contractor, and the City shall be named as an additional insured on the contractor's Commercial General Liability policy of insurance, which shall be an amount not less than \$1,000,000.00 per occurrence. The cost of such removal shall be the responsibility of Seller.

I. **Brokerage Fees.** Seller to be responsible for payment of Brokerage Fees as agreed to Coldwell Banker and shared by S. Cooper, Seller's Agent, and J. Welsh, Purchaser's Agent.

H. **Notices.** All notices, request, demands, and other communications required or permitted to be given under this Agreement will be in writing and will be deemed to have been given if delivered personally, or if sent by first class mail, postage prepaid, return receipt requested as follows:


If to the Seller:

S. Riley
Susan R. Riley
6222 Clark Rd. *sk*
Kingsley, MI 49649

If to the Purchaser:

* R. Ben Bifoss, City Manager
400 Boardman Avenue
Traverse City, MI 49684

Optionee (Purchaser)

 10/18/10
R. Ben Bifess, City Manager
CITY OF TRAVERSE CITY

Optionor (Seller)

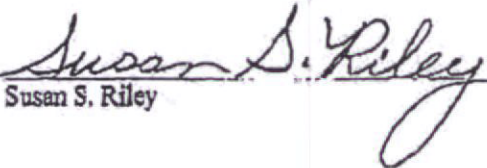
 10/18/10
Susan S. Riley

Exhibit A

General Property Information

[Back to Non-Printer Friendly Version] [Send To Printer]

Parcel: 05-027-027-00

Property Address
1383 CASS RD TRAVERSE CITY, MI 49684-8834

Owner Information	Unit
RILEY SUSAN S & ROSEANN M & MICHAEL 6222 CLARK RD KINGSLEY, MI 49649-9795	05

Taxpayer Information
SEE OWNER INFORMATION

General Information for Tax Year 2010			
Property Class:	401	Assessed Value:	\$198,800
School District:	28010 - TCAPS	Taxable Value:	\$116,800
State Equalized Value:	\$198,800	Map #	131
GROUP #	17	Date of Last Name Chg:	11/05/2009
Date Filed:		Notes:	N/A
Principal Residence Exemption (2009 May 1):	100.0000 %		
Principal Residence Exemption (2009 Final):	100.0000 %		

Previous Year Info	MBOR Assessed	Final S.E.V.	Final Taxable
2009	\$223,500	\$223,500	\$134,020
2008	\$224,620	\$224,620	\$128,380

Land Information			
Acreage:	34.15	Frontage:	0.00 Ft.
Zoning Code:	A-1	Depth:	0.00 Ft.
Land Value:	\$208,951	Mortgage Code:	00000
Land Improvements:	\$1,589	Lot Dimensions/Comments:	N/A
Renaissance Zone:	NO		

Legal Information for 05-027-027-00
NE 1/4 OF SW 1/4 COM S 1/4 COR THE N 00 DEG 51'57" E ALG N/S 1/4 LINE 1335.81' TO S 1/8 FOR POB; TH N 88 DEG 20' 24" W 17.02' TO E LINE OF C&O RR ; TH N 01 DEG 42'58" W ALG THE E LINE OF RR RW 1338.63 TO E/W 1/4 LINE TH S 88 DEG 34'28" E 77.76' ; TH S 00 DEG 52'57" W 1337.76 ' TO POB AND THEN ; NE 1/4 OF SW 1/4 COM S 1/4 COR N 00 DEG 51'57" E 1335.81; TH N 88 DEG 20'24" W 117.11 TO W LINE OF C&O RR TO POB; TH N 01 DEG 42'58" W 631.35' TH S 87 DEG 53'22" W 198.43'; TH N 02 DEG 00'00" W 221.00; TH N 88 DEG 45'43" E 199.53; TH N 01' DEG 42'58" W 489.73; TH N 88D 34'28 W 1129.99; TH S 01 DEG 08'12" 1332.33 TH; S 88 DEG 20'24" E 1196.76 TO POB. 36.09 SUBJECT TO A EASEMENT FOR INGRESS AND EGRESS AND RD & RR R/W.S. SEC 27 T27N R11W

Land Division Act Information			
Date of Last Split/Combine:	12/30/2009	Number of Splits Left:	0
Date Form Filed:	08/31/2009	Unallocated Div.s of Parent:	0
Date Created:	12/30/2009	Unallocated Div.s Transferred:	0
Acreage of Parent:	37.09	Rights Were Transferred?	NO



TRAVERSE AREA ASSOCIATION OF REALTORS NORTHERN MICHIGAN MLS SELLER'S DISCLOSURE STATEMENT

PAGE 1 OF 2



Property Address: 1383 Cass Road Traverse City MICHIGAN
Street City, Village or Township

Purpose of Statement: This statement is a disclosure of the condition of the property in compliance with the Seller Disclosure Act. This statement is a disclosure of the condition and information concerning the property, known by the Seller. Unless otherwise advised, the Seller does not possess any expertise in construction, architecture, engineering or any other specific area related to the construction or condition of the improvements on the property or the land. Also, unless otherwise advised, the Seller has not conducted any inspection of generally inaccessible areas such as the foundation or roof. This statement is not a warranty of any kind by the Seller or by any Agent representing the Seller in this transaction, and is not a substitution for any inspections or warranties the Buyer may wish to obtain.

Seller's Disclosure: The Seller discloses the following information with the knowledge that even though this is not a warranty, the Seller specifically makes the following representations based on the Seller's knowledge at the signing of this document. Upon receiving this statement from the Seller, the Seller's Agent is required to provide a copy to the Buyer or the Agent of the Buyer. The Seller authorizes its Agent(s) to provide a copy of this statement to any prospective Buyer in connection with any actual or anticipated sale of property. The following are representations made solely by the Seller and are not the representations of the Seller's Agent(s), if any. This information is a disclosure only and is not intended to be a part of any contract between Buyer and Seller.

Instructions to the Seller: (1) Answer ALL questions. (2) Report known conditions affecting the property. (3) Attach additional pages with your signature if additional space is required. (4) Complete this form yourself. (5) If some items do not apply to your property, check NOT AVAILABLE. If you do not know the facts, check UNKNOWN. FAILURE TO PROVIDE A PURCHASER WITH A SIGNED DISCLOSURE STATEMENT WILL ENABLE A PURCHASER TO TERMINATE AN OTHERWISE BINDING PURCHASE AGREEMENT.

Appliances/Systems/Services: The items below are in working order. (The items listed below are included in the sale of the property only if the purchase agreement so provides.)

	Yes	No	Unknown	Not Available		Yes	No	Unknown	Not Available
Range/oven	<input checked="" type="checkbox"/>				Lawn sprinkler system				<input checked="" type="checkbox"/>
Dishwasher	<input checked="" type="checkbox"/>				Water heater	<input checked="" type="checkbox"/>			
Refrigerator				<input checked="" type="checkbox"/>	Plumbing system	<input checked="" type="checkbox"/>			
Hood/fan	<input checked="" type="checkbox"/>				Water softener/conditioner	<input checked="" type="checkbox"/>			
Disposal	<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>		Well & pump	<input checked="" type="checkbox"/>			
TV antenna, TV rotor & controls			<input checked="" type="checkbox"/>		Septic tank & drain field	<input checked="" type="checkbox"/>			
Electric System	<input checked="" type="checkbox"/>				Sump pump				<input checked="" type="checkbox"/>
Garage door opener & remote control		<input checked="" type="checkbox"/>			City water system				<input checked="" type="checkbox"/>
Alarm system				<input checked="" type="checkbox"/>	City sewer system				<input checked="" type="checkbox"/>
Intercom				<input checked="" type="checkbox"/>	Central air conditioning	<input checked="" type="checkbox"/>			
Central vacuum				<input checked="" type="checkbox"/>	Central heating system	<input checked="" type="checkbox"/>			
Attic fan				<input checked="" type="checkbox"/>	Wall furnace				<input checked="" type="checkbox"/>
Pool heater, wall liner & equipment				<input checked="" type="checkbox"/>	Humidifier				<input checked="" type="checkbox"/>
Microwave				<input checked="" type="checkbox"/>	Electronic air filter				<input checked="" type="checkbox"/>
Trash compactor				<input checked="" type="checkbox"/>	Solar heating system				<input checked="" type="checkbox"/>
Ceiling fan	<input checked="" type="checkbox"/>				Fireplace & chimney				<input checked="" type="checkbox"/>
Sauna/hot tub				<input checked="" type="checkbox"/>	Wood burning system				<input checked="" type="checkbox"/>
Washer				<input checked="" type="checkbox"/>	Dryer				<input checked="" type="checkbox"/>

Explanations (attach additional sheets, if necessary):

UNLESS OTHERWISE AGREED, ALL HOUSEHOLD APPLIANCES ARE SOLD IN WORKING ORDER EXCEPT AS NOTED, WITHOUT WARRANTY BEYOND DATE OF CLOSING.

Property conditions, improvements & additional information:

- Basement/Crawlspace: Has there been evidence of water? yes ☐ no ☒
- If yes, please explain: cellulose fiberglass
- Insulation: Describe, if known: cellulose fiberglass
Urea Formaldehyde Foam Insulation (UFFI) is installed? unknown ☐ yes ☐ no ☒
- Roof: Leaks? 16 years
Approximate age, if known: 16 years
Well: Type of well (depth/diameter, age and repair history, if known): 5" 16' depth?
Has the water been tested? yes ☒ no ☐

If yes, date of last report/results:

BUYER'S INITIALS

SELLER'S INITIALS



TRAVERSE AREA ASSOCIATION OF REALTORS NORTHERN MICHIGAN MLS SELLER'S DISCLOSURE STATEMENT



PAGE 2 OF 2

Property Address: 1383 Cass Road Traverse City MICHIGAN
Street City, Village or Township

5. Septic tanks/drain fields: Condition, if known: Good
6. Heating system: Type/approximate age: Forced Air / 14 yrs.
7. Plumbing system: Type: copper galvanized other
Any known problems? No
8. Electrical system: Any known problems? No
9. History of infestation, if any: (termites, carpenter ants, etc.) None Known
10. Environmental problems: Are you aware of any substances, materials or products that may be an environmental hazard such as, but not limited to, asbestos, radon gas, formaldehyde, lead-based paint, fuel or chemical storage tanks and contaminated soil on property?
unknown ☐ yes ☐ no ☒
- If yes, please explain: _____
11. Flood Insurance: Do you have flood insurance on the property? unknown ☐ yes ☒ no ☒
12. Mineral Rights: Do you own the mineral rights? unknown ☐ yes ☒ no ☒

Other Items: Are you aware of any of the following:

1. Features of the property shared in common with the adjoining landowners, such as walls, fences, roads and driveways, or other features whose use or responsibility for maintenance may have an effect on the property? Easement to Driveway unknown ☐ yes ☒ no ☐
2. Any encroachments, easements, zoning violations or nonconforming uses? None Known unknown ☐ yes ☒ no ☐
3. Any "common areas" (facilities like pools, tennis courts, walkways or other areas co-owned with others), or a homeowners' association that has any authority over the property? unknown ☐ yes ☐ no ☒
4. Structural modifications, alterations or repairs made without necessary permits or licensed contractors? unknown ☐ yes ☐ no ☒
5. Settling, flooding, drainage, structural or grading problems? unknown ☐ yes ☐ no ☒
6. Major damage to the property from fire, wind, floods, or landslides? unknown ☐ yes ☐ no ☒
7. Any underground storage tanks? unknown ☐ yes ☐ no ☒
8. Farm or farm operation in the vicinity, or proximity to a landfill, airport, shooting range, etc.? unknown ☐ yes ☐ no ☒
9. Any outstanding utility assessments or fees, including any natural gas main extension surcharge? unknown ☐ yes ☐ no ☒
10. Any outstanding municipal assessments or fees? unknown ☐ yes ☐ no ☒
11. Any pending litigation that could affect the property or the Seller's right to convey the property? unknown ☐ yes ☐ no ☒

If the answer to any of these questions is yes, please explain. Attach additional sheets, if necessary: Driveway easement to road.

Road easement Nature preserve easement (date) to Present (date)

The Seller has lived in the residence on the property from Sept. 1993 (date) to Present (date).
The Seller has owned the property since 1993 (date).
The Seller has indicated above the conditions of all the items based on information known to the Seller. If any changes occur in the structural/mechanical/appliance systems of this property from the date of this form to the date of closing, Seller will immediately disclose the changes to Buyer. In no event shall the parties hold the Broker liable for any representations not directly made by the Broker or Broker's Agent.

Seller certifies that the information in this statement is true and correct to the best of Seller's knowledge as of the date of Seller's signature.

BUYER SHOULD OBTAIN PROFESSIONAL ADVICE AND INSPECTIONS OF THE PROPERTY TO MORE FULLY DETERMINE THE CONDITION OF THE PROPERTY. THESE INSPECTIONS SHOULD TAKE INDOOR AIR AND WATER QUALITY INTO ACCOUNT, AS WELL AS ANY EVIDENCE OF UNUSUALLY HIGH LEVELS OF POTENTIAL ALLERGENS INCLUDING, BUT NOT LIMITED TO, HOUSEHOLD MOLD, MILDEW AND BACTERIA.

BUYERS ARE ADVISED THAT CERTAIN INFORMATION COMPILED PURSUANT TO THE SEX OFFENDERS REGISTRATION ACT, 1994 PA 295, MCL 28.721 TO 28.732 IS AVAILABLE TO THE PUBLIC. BUYERS SEEKING SUCH INFORMATION SHOULD CONTACT THE APPROPRIATE LOCAL LAW ENFORCEMENT AGENCY OR SHERIFF'S DEPARTMENT DIRECTLY.

BUYER IS ADVISED THAT THE STATE EQUALIZED VALUE OF THE PROPERTY, PRINCIPAL RESIDENCE EXEMPTION INFORMATION, AND OTHER REAL PROPERTY TAX INFORMATION IS AVAILABLE FROM THE APPROPRIATE LOCAL ASSESSOR'S OFFICE. BUYER SHOULD NOT ASSUME THAT BUYER'S FUTURE TAX BILLS ON THE PROPERTY WILL BE THE SAME AS THE SELLER'S PRESENT TAX BILLS. UNDER MICHIGAN LAW, REAL PROPERTY OBLIGATIONS CAN CHANGE SIGNIFICANTLY WHEN PROPERTY IS TRANSFERRED.

Seller Susan A. Riley Date: 4.16.10
Seller _____ Date: _____

Buyer has read and acknowledged receipt of this statement.
Buyer [Signature] Date: 10/19/2010 Time: 9:44 a.m.
Buyer _____ Date: _____ Time: _____

Disclaimer: This form is provided as a service of the Michigan Association of REALTORS®. Please review both the form and details of the particular transaction to ensure that each section is appropriate for the transaction. The Michigan Association of REALTORS® is not responsible for use or misuse of form for misrepresentation or for warranties made in connection with the form.



TRAVERSE AREA ASSOCIATION OF REALTORS® NORTHERN MICHIGAN MLS
LEAD-BASED PAINT SELLER'S ACKNOWLEDGEMENT



Seller represents and warrants that the listed property (address): 1383 CASS RD.
TRAVERSE CITY, MI 49684

was built in 1978 or later, and that therefore, the federally mandated lead-based paint disclosure regulations do not apply to this property.

Signed by Seller(s)

Susan A. Riley
Seller

4.16.10
Dated

Seller

Dated

[Signature]

Disclaimer: This form is provided as a service of the Traverse Area Association of REALTORS® and the Northern Michigan MLS. Please review both the form and details of the particular transaction to ensure that this form is appropriate for the transaction. The Traverse Area Association of REALTORS® and Northern Michigan MLS are not responsible for the use or misuse of this form. Purchasers and Sellers are reminded that this is a binding legal agreement and that they have the right to an attorney review of document prior to signing.

OPTION AGREEMENT Roseann M. Riley
Michael J. Riley

This Agreement made this 18 day of October, 2010 by Susan S. Riley, Optionor ("Seller") and the CITY OF TRAVERSE CITY, a Michigan municipal corporation, Optionee ("Buyers") of 400 Boardman Avenue, Traverse City, Michigan 49684 ("City")

WHEREAS, Seller owns certain real property located in the Township of Garfield, County of Grand Traverse, State of Michigan, and more fully described in the attached Exhibit A, attached hereto and made a part hereof (the "Property"); and

WHEREAS, the City desires to seek an option to purchase the Property for the purpose of relocating a railroad Y (the "Purpose"); and

WHEREAS, the Seller and City understand and agree that the Property may not be used for the Purpose without MDOT and railroad approval of the Property for the Purpose;

NOW THEREFORE, in consideration of the covenants contained in this agreement, the parties agree as follows:

1. Grant of Option. For and in consideration of the covenants contained in this Option Agreement ("Agreement") and the sum of \$5,000.00 (the "Option Money"), which shall be submitted to Seller by the City within 10 days from the date of this Option Agreement, Seller grants to City the exclusive right and privilege of purchasing, on the terms and conditions contained in this Agreement, the Property.
2. Purchase Price. In the event that this Option is exercised by the City, the total purchase price for the Property will be \$ 915,000.00. The purchase price will be paid in cash at the closing and on delivery of the Seller of a good and sufficient Warranty Deed transferring the Property.
3. Term of Option. The Option granted in this Agreement will expire 135 days after the date of this Agreement. The City will have the option of extending the option term for an additional 45 day period on written notice to the Seller of its intent to extend the Option.
4. Exercise of Option. The Option granted by this Agreement may be exercised by City giving Seller written notice of its intent to exercise at any time during the option period, or as it may have been extended as provided for in this Agreement.
5. Title Commitment. Seller shall provide the City with a commitment for an ALTA Owner's Policy of Title Insurance within 30 days of the date of this Option. If the commitment discloses any defects in title, Seller shall take reasonable steps to cure or obtain insurance over them within a reasonable time thereafter.
6. Termination of Option. During the Option term or any extension period as provided for in this Agreement, the City may terminate this Option for any reason by

12/01/2010 11:13 6222 BPF
NOV 10 2010 01:07 PM Coldwell Banker Schmitt 402 231 946 1384


PAGE 03
2/4

10/19/2010 08:52 6222 EPF
OCT 18 2010 03:07 PM Coldwell Banker 231 929 2322

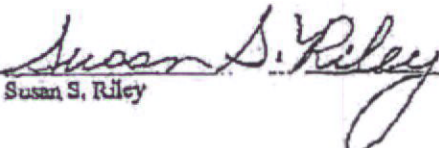
PAGE 05
6/6

Signature Page for Option RILEY/city of Traverse City dated 10/18/10

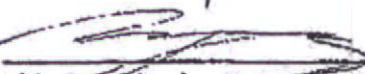
Optionee (Purchaser)

 10/18/10
R. Ben Biles, City Manager
CITY OF TRAVERSE CITY

Optionor (Seller)

 10/18/10
Susan S. Riley

Roseann M. Riley


Michael J. Riley


IDA S. RILEY



TRAVERSE AREA ASSOCIATION OF REALTORS NORTHERN MICHIGAN MLS SELLER'S DISCLOSURE STATEMENT



PAGE 2 OF 2

Property Address: 1383 Cass Road Traverse City MICHIGAN
Street City, Village or Township

5. Septic tank/drain fields: Condition, if known: Good
6. Heating system: Type/approximate age: Forced Air / Radiators
7. Plumbing system: Type: copper galvanized other
Any known problems? No
8. Electrical system: Any known problems? No None Known
9. History of infestation, if any: (termites, carpenter ants, etc.) None Known
10. Environmental problems: Are you aware of any substances, materials or products that may be an environmental hazard such as, but not limited to, asbestos, radon gas, formaldehyde, lead-based paint, fuel or chemical storage tanks and contaminated soil on property?
unknown ☐ yes ☐ no ☒
If yes, please explain: ☐ yes ☐ no ☒
11. Flood Insurance: Do you have flood insurance on the property? ☐ yes ☐ no ☒
12. Mineral Rights: Do you own the mineral rights? ☐ yes ☐ no ☒

Other Items: Are you aware of any of the following:

1. Features of the property shared in common with the adjoining landowner, such as walls, fences, roads and driveways, or other features whose use or responsibility for maintenance may have an effect on the property? Adjacent to a ☐ yes ☐ no ☒
2. Any encroachments, easements, zoning violations or nonconforming uses? None Known ☐ yes ☐ no ☒
3. Any "common areas" (facilities like pools, tennis courts, walkways or other areas co-owned with others), or a homeowners' association that has any authority over the property? ☐ yes ☐ no ☒
4. Structural modifications, alterations or repairs made without necessary permits or licensed contractors? ☐ yes ☐ no ☒
5. Settling, flooding, drainage, structural or grading problems? ☐ yes ☐ no ☒
6. Major damage to the property from fire, wind, floods, or landslides? ☐ yes ☐ no ☒
7. Any underground storage tanks? ☐ yes ☐ no ☒
8. Farm or farm operation in the vicinity, or proximity to a landfill, airport, shooting range, etc.? ☐ yes ☐ no ☒
9. Any outstanding utility assessments or fees, including any natural gas main extension surcharge? ☐ yes ☐ no ☒
10. Any outstanding municipal assessments or fees? ☐ yes ☐ no ☒
11. Any pending litigation that could affect the property or the Seller's right to convey the property? ☐ yes ☐ no ☒

If the answer to any of these questions is yes, please explain. Attach additional sheets, if necessary: Driveway Easement on road
Railroad Easement Nature Preserve Easement (date) present (date)
The Seller has lived in the residence on the property from Sept 1993 (date) to present (date).
The Seller has owned the property since 1993.
The Seller has indicated above the conditions of all the items based on information known to the Seller. If any changes occur in the structural/mechanical/appliance systems of this property from the date of this form to the date of closing, Seller will immediately disclose the changes to Buyer. In no event shall the parties hold the Broker liable for any representations not directly made by this Broker or Broker's Agent.

Seller certifies that the information in this statement is true and correct to the best of Seller's knowledge as of the date of Seller's signature.

BUYER SHOULD OBTAIN PROFESSIONAL ADVICE AND INSPECTIONS OF THE PROPERTY TO MORE FULLY DETERMINE THE CONDITION OF THE PROPERTY. THESE INSPECTIONS SHOULD TAKE INDOOR AIR AND WATER QUALITY INTO ACCOUNT, AS WELL AS ANY EVIDENCE OF UNUSUALLY HIGH LEVELS OF POTENTIAL ALLERGENS INCLUDING, BUT NOT LIMITED TO, HOUSEHOLD MOLD, MILDEW AND BACTERIA.

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Seller: Susan S. Riley Date: 4.12.10
Buyer: Rosemary M. Riley Date: 4.19.2010 Time: 9:44 am
Buyer: Michael S. Riley Date: 4.19.2010 Time: 9:44 am
Buyer: Michael S. Riley Date: 4.19.2010 Time: 9:44 am

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TRAVERSE AREA ASSOCIATION OF REALTORS® NORTHERN MICHIGAN MLS
LEAD-BASED PAINT SELLER'S ACKNOWLEDGEMENT



Seller represents and warrants that the listed property (address): 1383 CASS RD

TRAVERSE CITY, MI 49684

was built in 1978 or later, and that therefore, the federally mandated lead-based paint disclosure regulations do not apply to this property.

Signed by Seller(s)

Susan A. Riley
Seller

4.16.10
Dated

Seller ROSEMARIE M. RILEY

Seller MICHAEL V. RILEY

Dated

IDA S. RILEY

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The City of Traverse City

Office of the City Manager

GOVERNMENTAL CENTER
400 Boardman Avenue
Traverse City, MI 49684
(231) 922-4440
(231) 922-4476 Fax
tcmanage@traversecitymi.gov



February 16, 2011

Ms. Susan S. Riley
6222 Clark Road
Kingsley MI 49649

Via 1st Class Mail, Return Receipt Requested ✓

Re: Option Agreement with the City of Traverse City

Dear Ms. Riley:

The purpose of this correspondence is to extend by 45 days from March 2, 2011, the option term of the Option Agreement between the City of Traverse City and Susan S. Riley, Roseann M. Riley, Michael J. Riley, and Ida Riley pursuant to paragraph 3 of the Option Agreement.

Thank you for your attention to this matter. Please feel free to call me if you have any questions.

Sincerely,

R. Ben Bifoss
City Manager

RBB/jd

cc: Susan Cooper, Coldwell Banker ✓
John Welsh, Coldwell Banker ✓
Karrie Zeits ✓

**EXTENSION OF
OPTION AGREEMENT**

This is an Extension of Option Agreement dated the 15 day of APRIL, 2011, to the Option Agreement entered into between the CITY OF TRAVERSE CITY, a Michigan municipal corporation, of 400 Boardman Avenue, Traverse City Michigan, (the "City") and Susan S. Riley, Rosann M. Riley, and Michael J. Riley ("Sellers") on the 18th day of October, 2010 (the "Option Agreement").

The Term of the Option Agreement is hereby extended for an additional 14 day period to April 30, 2011, for and in consideration of the sum of \$1,000.00, which shall be submitted to the Sellers by the City within 7 business days from the date of this Extension.

All other terms of the Option Agreement shall be and remain the same.

The parties hereto acknowledge and agree under the Uniform Electronic Transactions Act, MCL 450.832, *et seq.* that this Extension may be executed with the electronic signature of any person authorized and required to sign on behalf of the parties hereto


SELLERS:

Susan S. Riley

Roseann M. Riley

Michael J. Riley

CITY OF TRAVERSE CITY



R. Ben Bifoss, City Manager

This is an Extension of Option Agreement dated the 15 day of APRIL, 2011, to the Option Agreement entered into between the CITY OF TRAVERSE CITY, a Michigan municipal corporation, of 400 Boardman Avenue, Traverse City Michigan, (the "City") and Susan S. Riley, Rosann M. Riley, and Michael J. Riley ("Sellers") on the 18th day of October, 2010 (the "Option Agreement").


The Term of the Option Agreement is hereby extended for an additional 14 day period to April 30, 2011, for and in consideration of the sum of \$1,000.00, which shall be submitted to the Sellers by the City within 7 business days from the date of this Extension.

All other terms of the Option Agreement shall be and remain the same.

SELLERS:

Susan S. Riley
Susan S. Riley

Roseann M. Riley
Roseann M. Riley


Michael J. Riley

CITY OF TRAVERSE CITY

R. Ben Bifoss, City Manager

ATTACHMENT C

GRANT OF CONSTRUCTION EASEMENT

The Grantor, the GRAND TRAVERSE COUNTY LAND BANK AUTHORITY, a Michigan land bank authority, ("Land Bank Authority"), of 400 Boardman Avenue, Traverse City, Michigan, hereby grants to Grantee, CITY OF TRAVERSE CITY, a Michigan municipal corporation, of Governmental Center, 400 Boardman Avenue, Traverse City, Michigan, 49684, the following:

A temporary easement to Grantee, its agents, employees, and contractors together with necessary equipment, to enter on and have access to the real property owned by Grantor, more fully described in Attachment A, attached hereto and made a part hereof (the "Property"). This temporary easement is for the express purpose of construction work to construct a railroad wye on or about the portion of the Property identified in Attachment B, attached hereto and made a part hereof.

This grant of temporary easement will terminate 90 days after acceptance of the railroad wye by the Michigan Department of Transportation (MDOT) or the date of expiration for the contractor's warranty for the railroad wye, whichever is later. Disturbed area of the site will be stabilized and restored in accordance with current soil erosion and sedimentation control practices following construction of the railroad wye.

For and in consideration of the sum of \$1.00, receipt of which is hereby acknowledged.

The Easement is executed on the ___ day of _____, 2011.

GRAND TRAVERSE COUNTY LAND
BANK AUTHORITY

STATE OF MICHIGAN

)
) ss

COUNTY OF GRAND TRAVERSE

)

The foregoing instrument was acknowledged before me this ____ day of _____,
2011, by _____ and _____,
the _____ and _____ of the Grand Traverse
County Land Bank Authority, respectively.

_____, Notary Public
County, MI

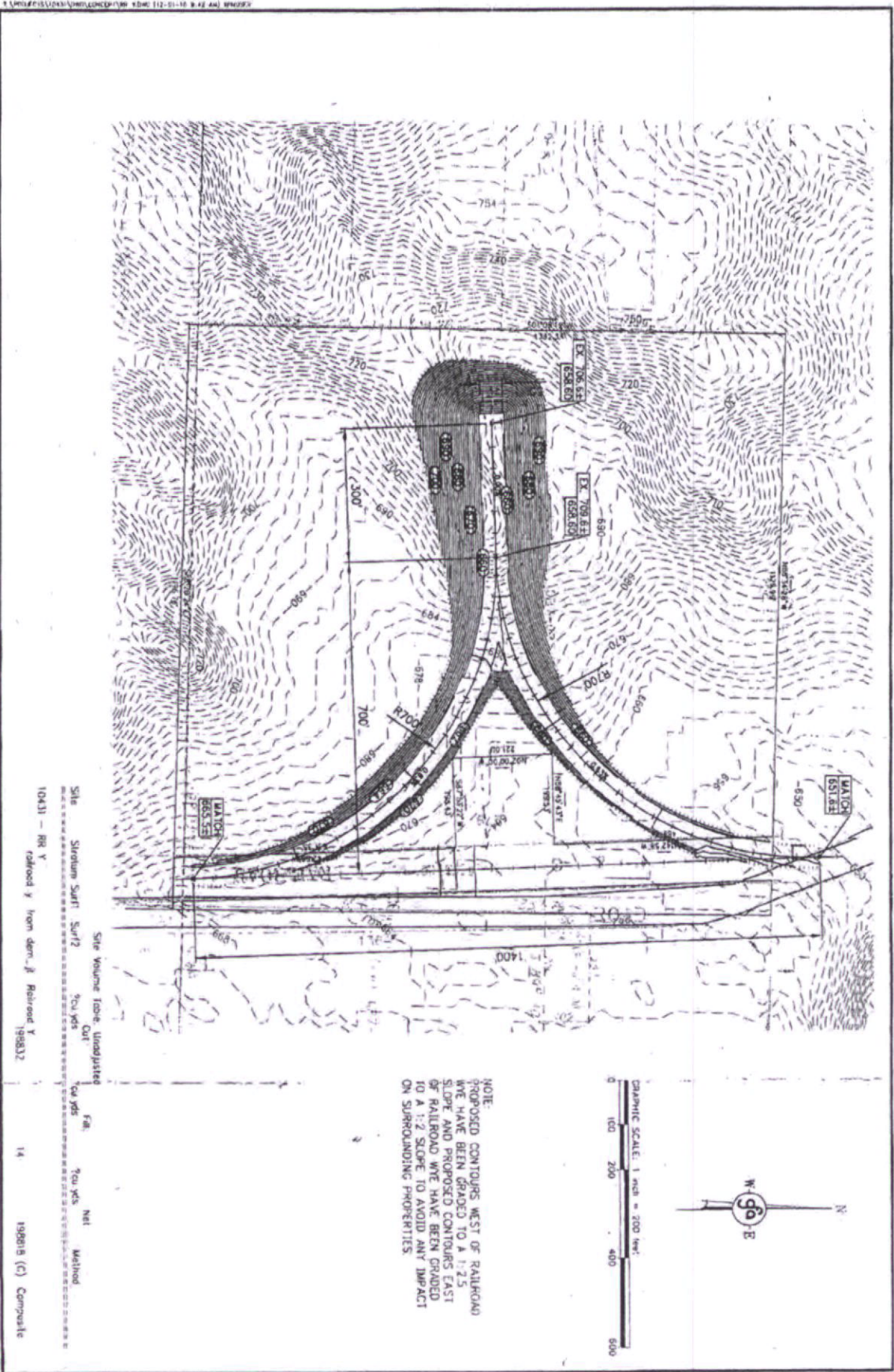
Acting in the County of _____
My Commission Expires: _____

This instrument prepared by:

Karrie Zeits, Esq., City Attorney
City of Traverse City
400 Boardman Avenue
Traverse City, MI 49684

When recorded return to:

Debbra A. Curtiss, City Clerk
City of Traverse City
400 Boardman Avenue
Traverse City, MI 49684



The City of Traverse City

Office of the City Manager

GOVERNMENTAL CENTER
400 Boardman Avenue
Traverse City, MI 49684
(231) 922-4440
(231) 922-4476 Fax



April 6, 2016

Grand Traverse County Land Bank Authority
% Heidi Scheppe, Chairperson
400 Boardman Avenue
Traverse City MI 49684

Re: Request for Extension of Option Agreement


Dear Ms. Scheppe,

Pursuant to the Assignment of Option Agreement dated May 28, 2011, the City of Traverse City requests an extension of time to relocate and reconstruct the railroad wye. This option agreement is for property purchased at 1383 Cass Road, held by the Land Bank Authority, for the City of Traverse City to construct a railroad wye. As identified in section 5 of the Option Agreement, should the City not construct the wye within five (5) years, the City shall purchase the property back from the Land Bank Authority.

Because the City is still working with MDOT on the relocation and other components of the construction of the railroad wye, the City is respectfully requesting an additional five (5) years to construct a railroad wye. The additional five years would extend the Option Agreement to May 28, 2021. As this project ties with the Boardman Lake Brownfield Plan, it should be noted that the extended timeframe is within the structure of the Plan.

Thank you for your consideration in this matter. If you have any questions or concerns, or if you need additional information, please feel free to contact me.

Sincerely,


Martin Colburn
City Manager

MC:ph

Copy: Jean Derenzy, Deputy Director Grand Traverse County LBA
Lauren Tribble-Laucht, City Attorney
Penny Hill, Assistant City Manager
File

GRAND TRAVERSE COUNTY
LAND BANK AUTHORITY (GTCLBA)

April 13, 2016

Chair Scheppe called the meeting to order at 8:02 a.m. in the Committee Room located in the Governmental Center, 400 Boardman Avenue, Traverse City, Michigan.

MEMBERS PRESENT: Jennifer DeHaan, Ross Richardson, Heidi Scheppe, John Sych and Addison Wheelock, Jr. (8:05 a.m.)

STAFF PRESENT: Marcia Carmoney and Jean Derenzy

APPROVAL OF MINUTES

Moved by Richardson, seconded by Sych to approve the March 9, 2016 GTCLBA minutes as presented. **Approved unanimously.**

Relative to the Land Bank legislation discussion from last month's meeting, DeHaan inquired if a resolution went before the Board of Commissioners yet. Staff will follow up on the resolution.

Wheelock arrived at 8:05 a.m.

2016 Foreclosed Properties

Scheppe provided a handout on the 17 foreclosed properties and reviewed each one. Parcel photos were pulled from the Equalization database. Letters have been sent to the State and affected townships for first right of refusal. The State has asked for recommendations on any parcels that may be beneficial to them. Green Lake Township has expressed interest in their 4 parcels. Scheppe will contact the State to see if they would be interested in the Hoosier Valley Road parcel since it may abut State land. Title Check will be contracted with to change the locks. For information only.

Gray Road Update

Derenzy reported on Monday, April 11 at 11:00 a.m. the Judge ruled in favor of the LBA in that we own the property and tower on Gray Road. Once the Judgement is signed, Great Northern Broadcasting will have 21 days to appeal. The FFC License will need to be transferred from Verizon to the County. Wheelock requested that Leelanau County be contacted regarding space on the tower. For information only.

Cass Road Extension Request

Derenzy provided Authority members a copy of the April 6th letter from City Manager, Marty Colburn, requesting a time extension to relocate and reconstruct the railroad wye. The City intends to conduct an economic impact analysis. Interim County Finance Director, Marissa Milliron, is looking into whether or not an additional cost would be associated with the request.

Moved by Richardson, seconded by Wheelock that the Option Agreement dated May 28, 2011 between the City and LBA be extended for 5 years. **Approved unanimously.**

PUBLIC COMMENT/INPUT

None

OTHER BUSINESS

None

ADJOURNMENT

Meeting adjourned at 8:50 a.m.

Heidi Scheppe, Chair